

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?	Contemporary Amperex Technology Co., Limited	
	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?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	See summary page	See summary page
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)		
	Contact phone <u>212-506-3774</u>	Contact phone _____
	Contact email <u>egrillo@orrick.com</u>	Contact email _____
	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 _____ <div style="text-align: right;">MM / DD / YYYY</div>	
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>38,745,922.60</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>See addendum.</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. 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 checked="" type="checkbox"/> Other. Describe: <u>See addendum.</u> Basis for perfection: <u>See addendum.</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.) Value of property: <u>\$ 3,465,755.23</u> Amount of the claim that is secured: <u>\$ 3,465,755.23</u> Amount of the claim that is unsecured: <u>\$ 35,280,167.37</u> (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 addendum.</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 09/29/2025
MM / DD / YYYY

/s/Micah Siegal
Signature

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

Name Micah Siegal
First name Middle name Last name

Title Advanced Legal Manager - Americas

Company Contemporary Amperex Technology USA, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 3900 Automation Avenue, Auburn Hills, MI, 48326, USA

Contact phone 937-469-1442 Email micahsiegal@catl.com



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: Contemporary Amperex Technology Co., Limited Emanuel C. Grillo and Jacob R. Herz 51 West 52nd Street New York , NY , 10019 USA Phone: 212-506-3774 Phone 2: Fax: Email: egrillo@orrick.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: Contemporary Amperex Technology Co., Limited 3900 Automation Ave Auburn Hills, MI, 48326 USA Phone: Phone 2: Fax: E-mail: DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See addendum.	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 38,745,922.60	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 3,465,755.23 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: Yes, See addendum.	Nature of Secured Amount: Other Describe: See addendum. Value of Property: 3,465,755.23 Annual Interest Rate: Arrearage Amount: Basis for Perfection: See addendum. Amount Unsecured: 35,280,167.37	

Submitted By:

Micah Siegal on 29-Sep-2025 9:18:04 a.m. Pacific Time

Title:

Advanced Legal Manager - Americas

Company:

Contemporary Amperex Technology USA, Inc.

Optional Signature Address:

3900 Automation Avenue

Auburn Hills, MI, 48326

USA

Telephone Number:

937-469-1442

Email:

micahsiegal@catl.com

**ADDENDUM TO PROOF OF CLAIM FILED BY
CONTEMPORARY AMPEREX TECHNOLOGY CO., LIMITED**

1. Claimant. This is an addendum (this “Addendum”) to, and part of, the attached proof of claim (this “Proof of Claim”) filed by Contemporary Amperex Technology Co., Limited (“CATL” or the “Claimant”). This Addendum and the supporting documents described herein constitute a part of the Proof of Claim and are incorporated by reference.

2. Claim Amount. The Claimant asserts a claim in the amount of **\$38,745, 922.60** (RMB 278,147,326.63) against Powin, LLC (the “Debtor”) of which **\$3,465,755.23** (RMB 24,879,793.48) is secured by prepayment deposits held by the Claimant, plus any and all contingent and unliquidated claims that the Claimant may have against the Debtor.¹

3. Background. On June 10, 2025 (the “Petition Date”), the Debtor filed a voluntary petition for relief 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 “Court”). The other Debtors filed similar petitions on June 9, 2025, June 10, 2025, and June 22, 2025.

4. Prior to the Petition Date, the Claimant had entered into a number of transactions with the Debtor in connection with selling battery cells to the Debtor. In connection with such transactions, the following agreements were executed:² (i) that certain Battery Cell Master Supply Agreement, dated January 23, 2019 by and among CATL, Powin Energy Corporation and Powin Energy (Ningbo) Co., Limited (the “Master Supply Agreement”); (ii) that certain Amendment to the Master Supply Agreement, dated June 2, 2020 by and between CATL, Powin Energy

¹ Any amounts originally due in RMB set forth in this Proof of Claim have been converted to U.S. Dollars using the rate published by Yahoo! Finance on the Petition Date: 1 RMB = 0.1393 USD.

² In or around 2021, the Debtor superseded Powin Energy Corporation to become the contracting party to enter the 2022-23 APA (defined below).

Corporation, Powin Energy (Ningbo) Co., Limited, and iBase Gaming Inc. (the “MSA Amendment”); (iii) CATL and the Debtor entered into the 2022~2023 Annual Purchase Agreements (“2022-23 APA”); and (iv) on February 11, 2022, CATL and the Debtor entered into an amendment to the 2022-23 APA (the “2022-23 APA Amendment”).

5. Under the 2022-23 APA Amendment, the Debtor is jointly and severally liable for the performance of Yangzhou Finway Energy Tech Co., Ltd. (“Finway”). Section 1(a) provides that “[t]he Parties agree that [the Debtor] will designate that [the Debtor] will designate [Finway] to represent [the Debtor] to issue Purchase Order (“PO”). . . [The Debtor] shall bear joint and several liability for [the Debtor’s] Designees’ delay of payment, cancellation of Purchaser Order and pick up delay as set forth in this Agreement.”

6. The Debtor has failed to make payment on a number of purchase orders issued in connection with the Claimant’s transactions with the Debtor. On or around June 5, 2023, the Claimant and the Debtor entered into a binding Term Sheet (the “Term Sheet,” and collectively with the Master Supply Agreement, MSA Amendment, 2022-23 APA and 2022-23 APA Amendment, the “Agreements”). Under the Term Sheet, the Debtor, among other things, agreed to make certain payments to CATL by October 31, 2023. The Debtor failed to make such payments and breached the Term Sheet.

7. The amounts owed in connection with the Agreements have been the subject of an arbitration proceeding (the “Arbitration”) commenced under the UNCITRAL Arbitration Rules at the Hong Kong International Arbitration Centre under the caption, *Contemporary Amperex Technology Co., Limited, as Claimant, and Powin, LLC, as First Respondent, and Yangzhou Finway Energy Tech Co., Ltd., as Second Respondent*, Case No. HKIAC/PA24206. The Arbitration is currently pending, but stayed as a result of the chapter 11 cases.

8. Claims. By filing this Proof of Claim, the Claimant asserts any and all claims arising under or related to the Agreements and Arbitration (the “Claims”). The Claims include, but are not limited to, the following:

- a. Unsecured Claim Unpaid Purchase Orders. The Claimant asserts a liquidated general unsecured claim in the amount of \$37,116,216.24 (RMB 266,448,070.63) in connection with the Agreements. A prepayment deposit in the amount of \$3,465,755.23 (RMB 24,879,793.48) held by the Claimant can be applied to such amounts. A table setting forth the calculation of the claim is attached as **Exhibit 1**.
- b. Unsecured Professional Fees Claim. The Claimant also asserts a liquidated general unsecured claim in the amount of \$1,629,706.36 (RMB 11,699,256) on account of fees and expenses incurred in connection with the Claimant’s prepetition efforts to collect on amounts owed in connection with the transactions and Arbitration. A table setting forth the calculation of the claim is below

Professional	Amount
AlixPartners	\$26,282.43 (RMB 188,675)
Jun He Law Offices	\$635,131.52 (RMB 4,559,451)
Orrick, Herrington & Sutcliffe LLP	\$846,505.76 (RMB 6,076,854)
Farleigh Wada Witt	\$118,028.33 (RMB 847,296)
Additional Costs	\$3,758.31 (RMB 26,980)
Total	\$1,629,706.36 (RMB 11,699,256)

- c. Secured Claim. The Claimant asserts a secured claim in the amount of \$3,465,755.23 (RMB 24,879,793.48) in connection with the prepayment deposits that it received from the Debtor and has in its possession. In addition, the Claimant asserts all and any right to set off and recoupment in connection with such prepayments.
- d. Arbitration Claim. In connection with the Arbitration, the Claimant seeks, among other things, payment of amounts outstanding under the purchase orders and to apply the prepayment deposits to such claim. While such amounts and the basis of such Claims are set forth above, the Claimant also asserts such Claims in connection with the Arbitration. In addition, the Claimant also asserts a contingent and unliquidated claim in relation to the Arbitration including, without limitation, (i) the fees and expenses of the tribunal in the Arbitration, (ii) any unasserted costs and expenses incurred by the Claimant as a result of engaging legal representatives and advisors, and (iii) any other costs and expenses incurred in connection with the Arbitration.
- e. Contingent and Unliquidated Claim. The Claimant hereby asserts a contingent and unliquidated claim against the Debtor on account of any and all rights or claims relating to the Agreements and the Arbitration.

9. This Proof of Claim is being filed under compulsion of the *Order Establishing Deadlines for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 758] (the “Bar Date Order”), and is filed to protect the Claimant from the forfeiture of the Claims.

10. Reservation of Rights Relating to Arbitration. Prior to the Petition Date, the Claimant commenced the Arbitration. All of the Claimant's rights with respect to the Arbitration are expressly reserved. Nothing herein shall be construed as a waiver of the Claimant's right to enforce the arbitration provisions under Agreements and the Claimant's rights to compel arbitration are expressly reserved.

11. Supporting Documentation. Claimant has not attached copies of all supporting documentation because: (i) such documentation is voluminous; and/or (ii) on information and belief that the Debtor has a copy of the supporting document in their possession. Claimant will provide a copy of the supporting documentation to the Debtors, the United States Trustee, and the official committee of unsecured creditors upon request, subject to appropriate confidentiality agreements. Descriptions of supporting documentation are contained within this Proof of Claim. Claimant reserves the right to supplement or amend this Proof of Claim.

12. Post-Petition Interest. The Claims asserted herein are in addition to, and not exclusive of, any post-petition interest payable to the Claimant to the extent allowable under the Bankruptcy Code or otherwise determined to be payable on account of allowed claims in the Debtor's chapter 11 case, and the Claimant hereby reserves all rights, claims, and arguments relating to payment of post-petition interest, if any, payable in connection with the Claims.

13. Additional Reservations. The assertion of the Claims herein by the Claimant is not a concession or admission as to the correct characterization or treatment of the Claims, nor a waiver of any rights of the Claimant. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of the Claimant's rights against any other entity or person liable for, or any other source of recovery in connection with, all or part of the Claims; (b) consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise

involving the Claimant; (c) a waiver, release, or limitation of the Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (d) a waiver or limitation on any rights, remedies, claims, counterclaims, defenses, or interests, including any of its rights to claim specific assets or any other rights, or rights of action that the Claimant has or may have against any of the Debtors and/or related parties, any non-debtor obligor, or other entity or person liable for all or part of the Claims; (e) an admission, waiver, discharge, relinquishment, release, or other limitation of the rights of or by the Claimant against any person, entity, or property or with respect to any matter, including against any non-debtor affiliates or insiders of the Debtor; or (f) a consent by the Claimant to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

14. The Claimant hereby expressly: (a) reserves all legal, equitable, and contractual rights against all parties with respect to the Claims and otherwise and does not waive any right or remedy of the Claimant, (b) reserves the right to file additional proofs of claim and to amend or supplement this Proof of Claim in any respect, including without limitation by (i) asserting Claims arising from or relating to the avoidance of transfers made to the Claimant or any other entity, (ii) specifying the dollar amount of any Claim that is not stated in specific amounts herein, (iii) specifying the amount of fees, costs, and charges owed to the Claimant to the extent not set forth herein, or (iv) restating the amount, characterization, or basis of any Claim, including identifying Claims under the Agreements and in connection with the Arbitration, and related documents not explicitly identified herein; and (c) reserves the right to assert that all or any of the Claims described herein is an administrative expense entitled to priority under sections 503 and 507(a)(2) of the Bankruptcy Code.

15. To the extent that the Debtor asserts any claims against the Claimant, the Claimant reserves its rights to assert that any such claim is subject to rights of setoff and/or recoupment, whether or not arising under the transactions set forth in this Proof of Claim, which rights are treated as secured claims under the Bankruptcy Code, or state and federal laws of similar import as well as in equity, including without limitation any setoff or netting rights under the Agreements and in connection with the Arbitration.

16. Nothing in this Proof of Claim shall be deemed an admission by the Claimant. The Claimant expressly reserves the right to withdraw all or any part of this Proof of Claim as if it had never been filed.

17. Notices. All notices concerning this Proof of Claim should be sent to:

Micah Siegal
Advanced Legal Manager - Americas
Contemporary Ampere Technology (USA), Inc.
3900 Automation Ave.
Auburn Hills, MI 48326
Telephone: (937) 469-1442
Email: micahsiegal@catl.com

With a copy to:

Orrick, Herrington & Sutcliffe LLP
Attn: Emanuel C. Grillo
Jacob R. Herz
51 West 52nd Street
New York, NY 10019
Telephone: (212) 506-3774
Email: egrillo@orrick.com
jherz@orrick.com

Exhibit 1

Unsecured Claim Unpaid Purchase Orders

Purchase Order No.	Issuer	Parties Liable	PO Total	Pick-Up Delay Damages	Total Amount Due (Net Pre-Petition Payment)
PO-3973	Powin	Powin, LLC	\$2,384,323.88 (RMB 17,116,467.20)	\$20,862.83 (RMB 149,769.09)	\$208,628.34 (RMB 1,497,690.88)
PO-22036537	CNTE	Powin, LLC	\$237,904.88 (RMB 1,707,859.84)	-	\$2,821,756.55 (RMB 20,256,687.36)
PO-22089070	CNTE	Powin, LLC	\$10,909,325.19 (RMB 78,315,328.00)	-	\$4,362,058.77 (RMB 31,314,133.31)
FW2022021201	Finway	Powin, LLC and Finway	\$15,232,154.11 (RMB 109,347,840.00)	\$524,663.09 (RMB 3,766,425.60)	\$5,246,630.86 (RMB 37,664,256.00)_
FW202306060001	Finway	Powin, LLC and Finway	\$33,567,777.82 (RMB 240,974,715.16)		\$24,477,141.72 (RMB 175,715,303.0)8
Total					\$37,116,216.24 (RMB 266,448,070.63)