

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>Arizona Storage Development 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>Arizona Storage Development LLC</u> <u>Attn: Lynne Xerras</u> <u>10 St. James Avenue</u> <u>Boston, MA 02116</u> Contact phone <u>617-523-2700</u> Contact email <u>lynne.xerras@hklaw.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Arizona Storage Development LLC</u> <u>Attn: Steve Dowdy, Vice President</u> <u>One South Wacker Drive</u> <u>Suite 1500</u> <u>Chicago, IL 60606</u> Contact phone <u>312-582-1781</u> Contact email <u>sdowdy@invenenergy.com</u>
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>1,807,086.42</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>Breach of contract - see attached</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 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 09/29/2025
MM / DD / YYYY

/s/Steve Dowdy
Signature

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

Name Steve Dowdy
First name Middle name Last name

Title Vice President

Company Arizona Storage Development LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address One South Wacker Drive, Suite 1500, Chicago, IL, 60606

Contact phone 312-582-1781 Email Sdowdy@invenergy.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: Arizona Storage Development LLC Attn: Lynne Xerras 10 St. James Avenue Boston, MA , 02116 Phone: 617-523-2700 Phone 2: Fax: Email: lynne.xerras@hklaw.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: Arizona Storage Development LLC Attn: Steve Dowdy, Vice President One South Wacker Drive Suite 1500 Chicago, IL, 60606 Phone: 312-582-1781 Phone 2: Fax: E-mail: Sdowdy@invenenergy.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Breach of contract - see attached	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 1,807,086.42	Includes Interest or Charges: No	
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: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	

Submitted By:

Steve Dowdy on 29-Sep-2025 1:12:03 p.m. Pacific Time

Title:

Vice President

Company:

Arizona Storage Development LLC

Optional Signature Address:

One South Wacker Drive

Suite 1500

Chicago, IL, 60606

Telephone Number:

312-582-1781

Email:

Sdowdy@invenergy.com

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

In re:

POWIN, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No.: 25-16137 (MBK)

Jointly Administered

ADDENDUM TO PROOF OF CLAIM

The following Addendum is submitted by **Arizona Storage Development LLC** (“Arizona Storage” or “Claimant”) to supplement the information set forth in its Proof of Claim and is fully incorporated therein.

I. BASIS OF THE CLAIM (SUPPLEMENT TO QUESTION NO. 8).

Arizona Storage Development LLC, affiliate of Invenergy, LLC, is the developer of several energy storage projects in Yuma County and Maricopa County, Arizona, each project having achieved commercial operations following installation of a fully-integrated battery energy storage system and related equipment (“System”) purchased from the debtor, Powin, LLC (“Powin”), pursuant to a form of *Energy Storage System Supply Agreement* (“ESSA”). Specifically, as of the June 10, 2025 filing of Powin’s chapter 11 case (“Petition Date”), Powin and Arizona Storage were parties to the following ESSAs (“Arizona Storage Contracts”) relating to the projects named below (“Projects”):

Owner:	Project:	Substantial Completion:
Arizona Storage Development LLC	Paloma Solar Hybrid (Maricopa County, Arizona), & Cotton Center	2023
Arizona Storage Development LLC	Desert Star (Maricopa County, Arizona)	2023
Arizona Storage Development LLC	Gila Bend 1 & Gila Bend 2 (Yuma County, Arizona)	2024
Arizona Storage Development LLC	Hyder 1 & Hyder 2 (Yuma County, Arizona)	2023
Arizona Storage Development LLC	Foothills 1 & Foothills 2 (Yuma County, Arizona)	2023

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583], (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

Each Arizona Storage Contract contains a *Performance Guarantee* for a thirty-six month period following Substantial Completion, as well as a *Limited Commercial Warranty* (collectively, “Warranty Provisions”) in favor of Arizona Storage. In satisfaction of this latter obligation, Powin agreed to “repair or replace” defective parts and components at its own cost. As part of the Performance Guarantee, Powin agreed to pay Annual Performance Liquidated Damages to Arizona Storage should the System in place fail to achieve the agreed upon thresholds for energy capacity and efficiency by the third anniversary of Substantial Completion.

The Arizona Storage Contracts were rejected by the Debtors, effective as of approximately August 18, 2025,¹ pursuant to an order of the Bankruptcy Court entered on September 9, 2025 [Dkt. No. 843] (“Rejection Order”). While the Debtors, through counsel, represented that Powin will assign manufacturer warranties and subcontractors’ warranties to all customers impacted by issuance of the Rejection Order, as of the date hereof, the Debtors have failed to implement such assignments in favor of Claimant in relation to the Project.

II. AMOUNT OF CLAIM (SUPPLEMENT TO QUESTION NO. 7).

Based upon review of its books and records, Arizona Storage has determined that the obligations *currently* due and owing to it under the Arizona Storage Contracts on account of breaches by Powin of the Warranty Provisions and of Powin’s obligations to perform required repair, maintenance and commissioning activities, causing Arizona Storage to incur costs to perform such critical tasks at the respective Projects in place of Powin, is calculated as follows:

Contract	Costs to Perform Remedial Work
Breach of Warranty Provisions – Costs incurred by Arizona Sun to remove damaged modules at the Projects	\$141,006.42
Energy Storage System Supply Agreement [Foothills 1 & Foothills 2] (estimated costs to complete remedial work/storage costs following fire at Project)	\$1,666,080.00
TOTAL:	\$1,807,086.42

In addition, based on information presently available to Claimant relating to performance of the Projects, Claimant estimates that it will incur harm and expense as a result of the rejection by Powin of the Arizona Storage Contracts, and corresponding failure of Powin to satisfy its obligations under the Warranty Provisions on a go-forward basis (through the expiration of the Guarantee Period) pursuant to each ESSA, giving rise to the following claims:²

¹ The Rejection Date as defined in the Rejection Order is the closing date of the going-concern sale.

² These amounts are estimates only. Claimant will amend and supplement its claim as these amounts accrue over the life of the Project and in accordance with the ESSA.

Contract	Total Estimated Claim
Energy Storage System Supply Agreement [Paloma & Cotton Center]	unliquidated
Energy Storage System Supply Agreement [Desert Star]	unliquidated
Energy Storage System Supply Agreement [Gila Bend 1 & Gila Bend 2]	unliquidated
Energy Storage System Supply Agreement [Hyder 1 & Hyder 2]	unliquidated
Energy Storage System Supply Agreement [Foothills 1 & Foothills2]	unliquidated
TOTAL:	unliquidated

This Proof of Claim contains actual, and estimated, presently unliquidated amounts, and asserts a claim of **no less than \$1,807,086.42**.

The Proof of Claim is supported by various documents, such as the Arizona Storage Contracts. Due to the voluminous nature of the supporting documents, copies of the Arizona Storage Contracts have not been attached to this Proof of Claim. Copies may be obtained from the Claimant, upon request made of its Counsel, identified below.

III. NOTICE.

Any and all notices regarding this claim should be provided to:

Invenergy Services Asset Management
One South Wacker Drive, Suite 1500
Chicago, IL 60606
Attn: General Counsel
Phone: 312-582-1400
E-mail: GeneralCounsel@Invenergy.com

-and-

Holland & Knight LLP
Attn: John Monaghan, Esq.
Attn: Lynne Xerras, Esq.
10 St. James Avenue
Boston, MA 02116
Phone 617-523-2700
E-mail: john.monaghan@hklaw.com
E-mail: lynne.xerras@hklaw.com

IV. GENERAL RESERVATION OF RIGHTS.

Claimant expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner. Claimant also expressly reserves the right to file additional proofs of claims for any other claim which may be based on or relate to any or all of the Debtors' pre-petition or post-petition obligations under the applicable Contracts, other transaction documents, or otherwise. The filing of this Proof of Claim shall not be deemed a waiver of any such claims or amounts.

The filing of this Proof of Claim is not (i) a waiver or release of Claimant's rights, claims or defenses against any person, entity or property; (ii) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters entered only after *de novo* review by a United States District Court; (iii) a consent by Claimant to the jurisdiction of this Court for any purpose other than with respect to this Proof of Claim; (iv) an election of remedy; (v) a waiver or release of any rights which Claimant may have to a jury trial; or (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or any other proceedings which may be commenced in this case against or otherwise involving Claimant, including without limitation, any adversary proceeding that was or may be commenced by any party or committee in this case.