

**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>City of Wilson</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)	<b>Where should notices to the creditor be sent?</b> <u>City of Wilson</u> <u>Attn: Cauley Pridgen, P.A.</u> <u>2500 Nash Street N</u> <u>Ste C</u> <u>Wilson, NC 27896, USA</u>  Contact phone <u>252-291-3848</u> Contact email <u>mfranchi@cauleypridgen.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**

<b>6. Do you have any number you use to identify the debtor?</b>	<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:   __ __ __ __
<b>7. How much is the claim?</b>	\$ <u>34,177.83</u> <b>Does this amount include interest or other charges?</b> <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).
<b>8. What is the basis of the claim?</b>	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>Services / warranty purchased</u>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input 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 type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ 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> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (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> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<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 12/08/2025  
MM / DD / YYYY

/s/Michael Franchi  
Signature

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

Name Michael Franchi  
First name Middle name Last name

Title Attorney

Company City of Wilson  
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> City of Wilson Attn: Cauley Pridgen, P.A. 2500 Nash Street N Ste C Wilson, NC, 27896 USA <b>Phone:</b> 252-291-3848 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> mfranchi@cauleypridgen.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> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Services / warranty purchased	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 34,177.83	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Michael Franchi on 08-Dec-2025 9:44:24 a.m. Pacific Time <b>Title:</b> Attorney <b>Company:</b> City of Wilson		

8/24  
D.A.  
9.18



# CITY OF WILSON PURCHASING DIVISION

P.O. BOX 10

WILSON, NC 27894

PHONE (252) 399-2407 / FAX (252) 399-2457

DELIVERIES TO BE MADE BETWEEN 9:00 A.M.  
AND 3:30 P.M. MONDAY THROUGH FRIDAY

PAGE: 1

P.O. NO.: 141662

DATE: 08/29/18

THE ABOVE NUMBER MUST  
APPEAR ON ALL PAPERS AND  
PACKAGES RELATED TO ORDER.

TO:

STRATA SOLAR LLC  
50101 GOVERNOR'S DRIVE  
SUITE 280  
CHAPEL HILL, NC 27517

SHIP TO:

CITY OF WILSON  
WAREHOUSE-FRT. DEL. ONLY  
OPERATIONS CENTER  
1800 HERRING AVE  
WILSON, NC 27893

VENDOR NO.					
46748					
DELIVER BY	SHIP VIA	F.O.B.		TERMS	
08/30/19	BEST WAY	WILSON NC		NET	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
		RICHARD WILLIAMS		P. WHEELER/P. DARDEN	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		33160035788400	EC0093	104181	08/28/18
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1647302.00	EA	285 039 BESS 1MW OVERSIZED EQPT. SUB #4	1.0000	1647302.00
				SUB-TOTAL	1647302.00
				TOTAL	1647302.00
REMARKS: TO BE IN ACCORDANCE WITH BOOTH AND ASSOCIATES BID TAB OF 7/5/2018 FOR PROJECT NUMBER 18-8791-4107 DELIVERIES TO BE MADE BETWEEN 9:00 AM AND 3:30 PM MONDAY THROUGH FRIDAY ALL TERMS AND CONDITIONS SHOWN ON THE BACK OF THIS PURCHASE ORDER ARE APPLICABLE TO THIS ORDER. COUNCIL APPROVAL ON AUGUST 16, 2018					

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.

AUTHORIZED BY

*[Signature]*

PURCHASING MANAGER

PLEASE SEND INVOICES TO:  
ACCOUNTS PAYABLE  
P.O. BOX 10, WILSON, NC 27894

SCANNED

## TERMS AND CONDITIONS

Failure on the part of the vendor to comply with all of the following terms and conditions will relieve the City of Wilson of any responsibility. Merchandise or equipment shipped against this order will be subject to return shipment at our discretion. The vendor will be fully responsible for postage, freight and restocking charges.

1. Invoice each purchase order number separately. The purchase order number MUST be shown on the invoice and package. Failure to comply may delay payment. Mail all invoices to Accounts Payable, P.O. Box 10, Wilson, North Carolina 27893.
2. Quantities are not to exceed those shown without our written consent. Prices are not to exceed those shown without written approval. No variance in price will be accepted on bid items.
3. No changes in or cancellation of purchase orders will be recognized unless authorized by a "Purchase Change Order" issued by our Purchasing Department.
4. No merchandise or equipment is to be shipped collect or C.O.D.
5. All material is to be shipped F.O.B., Wilson, North Carolina. Any freight or postage charges shown on the invoice are subject to authentication and overcharges are refundable to the City of Wilson or deducted from the invoice.
6. Unless shipment can be made within ten (10) days, acknowledgment and acceptance must be submitted to the Purchasing Department, P.O. Box 10, Wilson, NC 27893.
7. Complete packing list must accompany each shipment.
8. On all invoices subject to discount, the discount period will be calculated from the date correct invoice is received or material is received, whichever is the latter.
9. The City of Wilson is in compliance with Title VII of the Civil Rights Act of 1964, as amended, and Section 122 (A) of the State and Local Fiscal Assistance Act of 1972, and hereby issues the declaration that bid award is contingent upon bidder's compliance with aforementioned statutes.
10. Rejected materials will be returned at vendor's risk and expense.
11. We reserve the right to cancel this order and reject goods if not delivered when required and in accordance with specifications.
12. North Carolina State Sales Tax - The City is not exempt from N.C. state or local sales tax. This tax must be shown as a separate item on all invoice claims for payment.
13. NC General Statutes 143-129 governs purchasing in the state. Bids are awarded according to its provisions.
14. E-VERIFY- I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.
15. IRAN DIVESTMENT ACT CERTIFICATION - Contractor certifies that, as of the date listed 2017, it is not on the Final Divestment List as created by the State Treasurer pursuant to N. C. G. S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N. C. G. S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.



## 1MW

Option 1: 1MW No Augmentation (Oversize)	
Description	Unit Price:
Equipment	\$1,263,831
Delivery Charge	\$75,080
Sales Tax (if applicable)	Excluded
Construction/Installation	\$102,625
Engineering, Site Services, and commission	\$124,760
<b>Base Bid:</b>	<b>\$1,566,296</b>
Adder, 10 year Warranty	\$81,006
<b>Base Bid + Extended 10 year Warranty:</b>	<b>\$1,647,302</b>
<b>O&amp;M Per Day</b>	<b>\$77</b>
<b>O&amp;M Per Year</b>	<b>\$28,015</b>

### O&M Annual Schedule

Year 1	\$24,437
Year 2	\$25,171
Year 3	\$25,926
Year 4	\$26,703
Year 5	\$27,505
Year 6	\$28,330
Year 7	\$29,180
Year 8	\$30,055
Year 9	\$30,957
Year 10	\$31,885

Option 2: 1MW With Augmentation	
Description	Unit Price:
Equipment	\$1,109,139
Delivery Charge	\$67,172
Sales Tax (if applicable)	Excluded
Construction/Installation	\$102,625
Engineering, Site Services, and commission	\$123,320
<b>Base Bid:</b>	<b>\$1,402,256</b>
Adder, 10 year Warranty	\$74,369
<b>Base Bid + Extended 10 year Warranty:</b>	<b>\$1,476,625</b>
<b>O&amp;M Per Day</b>	<b>\$93</b>
<b>O&amp;M Per Year</b>	<b>\$33,879</b>

### O&M Annual Schedule

Year 1	\$22,067
Year 2	\$22,729
Year 3	\$23,411
Year 4	\$24,113
Year 5	\$24,837
Year 6	\$25,582
Year 7	\$114,611
Year 8	\$26,349
Year 9	\$27,140
Year 10	\$27,954

Note: MEPPi is open to discussion on augmentation strategy

## 5MW

Option 3: 5MW No Augmentation (Oversize)	
Description	Unit Price:
Equipment	\$5,994,384
Delivery Charge	\$300,782
Sales Tax (if applicable)	Excluded
Construction/Installation	\$297,500
Engineering, Site Services, and commission	\$268,471
<b>Base Bid:</b>	<b>\$6,861,137</b>
Adder, 10 year Warranty	\$354,818
<b>Base Bid + Extended 10 year Warranty:</b>	<b>\$7,215,955</b>
<b>O&amp;M Per Day</b>	<b>\$395</b>
<b>O&amp;M Per Year</b>	<b>\$144,269</b>

### O&M Annual Schedule

Year 1	\$126,485
Year 2	\$130,130
Year 3	\$133,884
Year 4	\$137,750
Year 5	\$141,733
Year 6	\$145,835
Year 7	\$150,060
Year 8	\$154,411
Year 9	\$158,894
Year 10	\$163,511

Option 4: 5MW With Augmentation	
Description	Unit Price:
Equipment	\$4,915,493
Delivery Charge	\$264,760
Sales Tax (if applicable)	Excluded
Construction/Installation	\$288,575
Engineering, Site Services, and commission	\$264,736
<b>Base Bid:</b>	<b>\$5,733,564</b>
Adder, 10 year Warranty	\$291,354
<b>Base Bid + Extended 10 year Warranty:</b>	<b>\$6,024,918</b>
<b>O&amp;M Per Day</b>	<b>\$433</b>
<b>O&amp;M Per Year</b>	<b>\$157,911</b>

### O&M Annual Schedule

Year 1	\$104,610
Year 2	\$107,598
Year 3	\$110,676
Year 4	\$113,846
Year 5	\$117,112
Year 6	\$508,088
Year 7	\$123,839
Year 8	\$127,404
Year 9	\$131,076
Year 10	\$134,858

Note: MEPPi is open to discussion on augmentation strategy

## **POWIN EXTENDED COMMERCIAL WARRANTY**

This “Extended Commercial Warranty”, (the “Warranty”), covers defects and breakage in the Powin Energy Corporation (“Powin”) Battery Energy Storage Stack (the “Stack” or “BESS”).

**“Extended Commercial Warranty”**: The workmanship and performance of all equipment manufactured by Powin and supplied to the Owner are guaranteed during the period commencing on the date that is 61 months after Commissioning and ending on the date that is 120 calendar months after the Commissioning (the “Extended Warranty Period”). During the Extended Warranty Period, the system shall perform according to specification and be free from any workmanship or material defects. The Warranty applies to all materials and equipment supplied by Powin and listed in Schedule A.

Within 75 days before the start of the Extended Warranty Period, Powin shall inspect all equipment to assure warrantability. All equipment is to be maintained according to Powin recommended maintenance standards for the 72 months after Commissioning. Powin will have the right to request any additional maintenance or repairs to equipment to make them warrantable. All Powin requested maintenance and repair of equipment after inspection will be completed by Owner at the Owner’s expense within 60 days of Powin request. Powin must approve all maintenance and repair before Powin will assume Extended Commercial Warranty and begin the Extended Warranty Period. If Powin reasonably deems the system not warrantable, Powin shall return the Extended Commercial Warranty Payment amount to Owner.

In satisfaction of its obligations under the Extended Commercial Warranty, Powin will, at its election, repair or replace the defective component(s) free of charge, as long as Powin is notified of the defect during the Warranty Period. The Warranty will cover all costs of material, labor and travel necessary to repair the BESS.

Powin may use new and/or reconditioned parts in its performance of warranty-related services. Powin reserves the right to use parts or products of original or improved design in the repair or replacement, provided such components are (i) in new/unused condition, (ii) of quality not less than the component being replaced (including with respect to costs of ownership, operation and maintenance, electrical efficiency and system performance), and (iii) in no way void any applicable equipment warranties (or any portion thereof). If Powin repairs or replaces a product, the Warranty shall continue for the remaining portion of the original Warranty. Warranty coverage includes the cost of parts, travel and labor necessary to repair the BESS. All replaced products and all parts removed from the repaired product become the property of Powin.

Powin reserves the right to inspect the faulty component(s) and determine if the defect is due to material or manufacturing flaws. Powin also reserves the right to charge for material and time expended at industry standard rates if the defect is due to any cause other than a material or manufacturing flaw. The Warranty does not cover costs related to removal, installation, or troubleshooting of non-BESS electrical systems.

The Warranty does not cover any defect or damage caused by any of the following occurrences: normal wear and tear; shipping or transportation; exposure to unsuitable environmental conditions, including but not limited to damage due to lightning strikes; unauthorized or abnormal use or operation; negligence or accidents, including but not limited to lack of maintenance or improper maintenance; material or workmanship not provided by Powin or its representatives, subcontractors or other; acts of God such as fire, flood, earthquake; or terrorism, or war. In no event shall the occurrence of any of the above be excluded from the Warranty to the extent they were caused by, or the responsibility of, Powin or any of its affiliates. This Warranty will terminate if the BESS is ever operated or experiences conditions outside of the Acceptable Conditions as defined in the Performance Guarantee.

----- SIGNATURE PAGE FOLLOWS -----



DocuSigned by:  
**POWIN ENERGY CORPORATION:**  
By: Adrian Wilkins  
Name: Adrian Wilkins  
Title: EVP Global Service  
Date: 1/19/2023

**THE CITY OF WILSON, NORTH CAROLINA:**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SCHEDULE A

WARRANTY ELIGIBLE EQUIPMENT

- Powin Stack 140 Energy Storage system
  - Battery modules
  - Racking
  - Battery management system (BMS/Powin BP-OS)
  - Monitoring and control system equipment (EMS)
  - Internal DC Cabling, Tray and Protection
  - Enclosure
    - Enclosure lighting system
    - Fire suppression system
    - HVAC