

Fill in this information to identify the case:Debtor Powin Energy Operating Holdings, LLCUnited States Bankruptcy Court for the: _____ District of New Jersey
(State)Case number 25-16142**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.

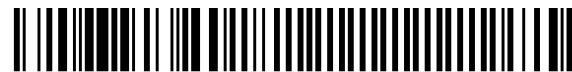
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, 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>BNSF Logistics, 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>BNSF Logistics, LLC</u> <u>David Ivan</u> <u>3501 Olympus Blvd</u> <u>Suite 350</u> <u>Dallas, TX 75019, USA</u> Contact phone <u>3039198150</u> Contact email <u>David.Ivan@bnsflogistics.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>6819</u> <u> </u> <u> </u>
7. How much is the claim? \$ <u>675</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?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.</p> <p>Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>See summary page</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <div><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>.</div><div><input type="checkbox"/> Motor vehicle</div><div><input type="checkbox"/> Other. Describe: _____</div></div> <div>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.)</div> <div>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.)</div> <div>Amount necessary to cure any default as of the date of the petition: \$ _____</div> <div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



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 09/02/2025
MM / DD / YYYY

/s/David Ivan
Signature

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

Name David Ivan
First name Middle name Last name

Title Chief Operating Officer

Company BNSF Logistics, 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: 25-16142 - Powin Energy Operating Holdings, LLC		
District: District of New Jersey, Trenton Division		
Creditor: BNSF Logistics, LLC David Ivan 3501 Olympus Blvd Suite 350 Dallas, TX, 75019 USA Phone: 3039198150 Phone 2: Fax: Email: David.Ivan@bnsflogistics.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Transport trailer rental fees owed and accumulating with Powin battery unit still on the trailer.	Last 4 Digits: Yes - 6819	Uniform Claim Identifier:
Total Amount of Claim: 675	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: David Ivan on 02-Sep-2025 10:25:04 a.m. Pacific Time Title: Chief Operating Officer Company: BNSF Logistics, LLC		



Attention:

Date:
Expiration Date:

RE:

BNSF Logistics, LLC would like to thank you for the opportunity to quote on your transportation requirements. We are pleased to offer our confidential quote as follows:

Scope:	
--------	--

Origin:	
Destination:	
Equipment Type:	
STTC Code:	

Cargo:	
Weight:	
Length:	
Width:	
Height:	

Includes:	Excludes:
Notes:	
Additional notes on page 2. If required box will be checked.	

Quote Total:	
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Rates are subject to terms and conditions, fuel surcharges, and applicable taxes in effect at time of shipment. **Please refer to our terms and conditions at [bnsflogistics.com/terms-conditions](https://www.bnsflogistics.com/terms-conditions).**

Thank You for the Opportunity,
BNSF Logistics, LLC

Customer Signature



Additional Notes:

I acknowledge that I've read the additional notes above and I understand the terms.



STANDARD BID CONDITIONS

The following standard bid conditions apply for all services provided by BNSF Logistics, LLC and its subsidiaries (herein called BNSFL) in the modes of transport (road, sea, air, rail and inland waterways) and customs clearance unless otherwise explicitly stated in the quotation – wherever applicable.

GENERAL CONDITIONS FOR THE PROVISION OF ALL LOGISTICAL SERVICES BY ALL MODES OF TRANSPORT

- The rates are quoted lump sum based on the Shipment Terms set forth above and subject to the stated dimensions, weights, and other cargo characteristics, and are subject to change in the event of any deviations from such details.
- Our quotation is not binding until acknowledgment of the order by BNSFL in writing.
- Transportation details will be finalized upon final approval of all clearances.
- Rates do not include BNSFL assuming any liability for the cargo. At Customer's election and additional costs, a shipper's interest insurance policy may be purchased for the full value of the cargo. Please contact your BNSFL representative if this insurance is preferred. Customer hereby releases BNSFL from any liability with respect to damage, loss or delay to the cargo, regardless of cause, and Customer further agrees to indemnify, defend and hold BNSFL harmless from any and all claims for cargo loss, damage or delay.
- The rates are based on current tariffs, rules, and fuel surcharges/costs stated in the currency provided in the quote. All exchange rates used are based on current exchange rates at the time of quoting and are subject to change based on current exchange rates at the time of shipment.
- BNSFL is providing all services contemplated herein in its role as a third party transportation intermediary and/or licensed property broker, and not as a motor carrier or other direct transportation provider.
- This quote is subject to all further details, including BNSFL's Terms and Conditions, booking notes and bills of lading (BOL).
- BNSFL acts as a third party transportation intermediary and/or licensed property broker on Customer's behalf in arranging for transportation, service providers to transport Customer's cargo. BNSFL is providing all services contemplated herein in its role as a third party transportation intermediary and/or licensed property broker, and not as a motor carrier or other direct transportation provider. The applicable carrier and service provider terms and conditions and/or rules shall apply including a limit of liability for each shipment not to exceed \$100,000 for all domestic over-the-road shipments and not to exceed \$25,000 (or per rail tariffs and circulars) for all rail shipments. Such limit of liability for shipments shall also apply to associated services for such shipments, including, but not limited to, rigging and transloading.
- BNSFL and the underlying transportation service providers shall not be liable for liquidated, special, incidental, and/or consequential damages, including loss of income or profits.
- Rates do not include BNSFL assuming any liability for the cargo. At Customer's election and additional costs, a shipper's interest insurance policy may be purchased for the full value of the cargo. Please contact your BNSFL representative if this insurance is preferred. Customer hereby releases BNSFL from any liability with respect to damage, loss or delay to the cargo, regardless of cause, and Customer further agrees to indemnify, defend and hold BNSFL harmless from any and all claims for cargo loss, damage, or delay. Customer further agrees to include waiver of subrogation clauses in its insurance policies.
- BNSFL assumes no liability for the shipment(s) regardless of cause. Upon Customer's request, BNSFL may provide to Customer shippers' insurance coverage over the stated limit of liability at an additional cost as noted herein.
- All proposals are valid for thirty (30) days from the date of issuance unless other specified in the quote
- Unless arrangements are made prior to loading, all transport charges are to be paid via wire transfer prior to delivery. If credit is established, payment is due within thirty (30) days of the invoice date and all charges are subject to a one and one-half percent (0.015) per day late fee, unless otherwise agreed in writing.
- In addition to the terms and conditions set forth herein, all services provided by BNSFL are subject to BNSFL's Terms and Conditions, which are available upon Customer's request and can also be found at www.bnsflogistics.com, and clicking "Terms and Conditions." In the event of any inconsistency between the provisions set forth in this quote and the Terms and Conditions on the aforementioned website, the provisions set forth in the Terms and Conditions shall supersede and be binding upon the parties.
- A final packing list including final cargo details, weights and dimensions shall be provided.
- Subject to full details and technical drawings of the special cargo clearly showing such as but not limited to: center of gravity, lifting and lashing points, dimensions and position and construction of cradle.
- Additional/surcharges to apply as implemented/valid at time of shipment will be determined by BNSFL or sub.

- Surcharges for hazardous cargo may apply.
- Customer shall not undertake any qualitative or quantitative analysis, reverse engineering, or replication of any products containing BNSFL's confidential information unless specifically authorized in writing by BNSFL.
- The shipper will be required to provide documentation for support letters when needed. BNSFL will provide assistance.
- This Proposal is based upon loading and unloading during normal business hours. In order to accommodate loading or unloading that requires weekend layover or circumstantial hours of operation, additional charges will need to be assessed.
- Delays due to any reason beyond our direct control including inclement weather may result in extra charges for labour and equipment
- BNSFL accepts military cargo only after approval from our compliance department.
- BNSFL does not carry class 1 or class 7 commodities, exceptions are possible but need to be approved by our compliance department.

GENERAL CONDITIONS FOR OCEAN TRANSPORT

- Any and all port charges shall be to the account of others including but not limited to the following: terminal use, wharfage, port security, applicable taxes, customs clearance, crane service, port handling, hook-off fees, and stevedoring, unless otherwise noted.
- Cargo shall be equipped with sufficient, adequate and safely accessible lifting/lashing/securing points with guaranteed sufficient strength for sea transportation.
- Cargo is to be seaworthy and in compliance with all valid rules and regulations.
- Carrier's agents and berth at Port of Loading and Port of Discharge.
- Schedule, vessel, and space availability at intended date.
- General cargo is to be stackable and overstackable, unless otherwise noted.
- On or under deck at carrier's option.
- Subject to Port Captain's approval of stowage.
- Detention and Bunker Clause to be agreed to.
- Cargo declaration per U.S. customs 24 hours advance rule.
- No flag regulation/restriction.
- Any special required spreaders, lifting beams or other lifting equipment not available on board the vessel to be supplied by the merchant; any saddles/cradles which may be required to support the cargo to be supplied by the merchant cargo to be fitted with suitable lifting lugs or other adequate means of lifting and center of gravity to be clearly indicated; sufficient lashing points for securing to be placed on the cargo; if items are not flat at their bottom then a footprint sketch to be provided; cargo to be suitably packed for ocean transport. Such equipment shall be certified by Lloyds Register or equivalent.
- The quotation is subject to acceptance of firm booking by the carrier.
- All dates given are subject to alteration without notice, subject to changes in rotation, other ports in route and without guarantee and liability towards the carrier.
- This quotation is based on the assumption of free passage through the Suez/Panama Canal(s), whereas, the canals are not closed or inaccessible for commercial traffic.
- War risk clause to apply.
- Any taxes/dues/duties calculated on vessel to be for carrier's account
- All surcharges (e.g. BAF, CAF, and WRS) are valid at the time of shipment (VATOS) and may change with or without prior notice. Surcharges are billed at actual rates. This condition also applies in case the surcharges are separately shown in the quotation or included into the price quoted as lump sum
- Any other surcharges which did not exist or have not been known at the time of quotation will apply in accordance with the chosen terminal's/carrier's tariff.
- Containers must be sealed by the consignor/shipper with an approved seal, in order to pass security inspections in the ports by authorities and/or carriers. Security charges apply as per carrier's tariff and/or port's tariff.
- BNSFL uses data supplied by the consignor/shipper relating to container contents and accepts no responsibility for the correctness of advised quantities, types, contents, and condition of the cargo stowed into the container; the consignor/shipper is responsible for seaworthy packing of the cargo and seaworthy stowage and lashing inside the container. BNSFL is only responsible for seaworthy stowage and lashing if containers are stowed and lashed by BNSFL.
- Special container equipment (e.g. flat rack or open top containers) is subject to carrier's acceptance (availability of space and/or equipment). Sufficient pre-notice to be mutually agreed.
- Demurrage beyond BNSFL's control and/or at customers request for the account of the customer

GENERAL CONDITIONS FOR RAIL TRANSPORT

- Rail rate is subject to change at the direction of the servicing Class 1 Railroad with 30 days advance notice.
- Rail rate quotation does not constitute an authorization for movement. Rail rate must be published by the Origin Railway carrier prior to ordering rail cars and issuing shipping instructions.
- Rail rate does not include additional switching charges at origin or destination.
- Rail rate does not include Fuel Surcharge or Provincial Carbon Tax. Charges will be assessed based on Origin Railway carrier's current Tariff publication at time of shipment.
- Rail rate is subject to applicable demurrage, detention and/or storage fees.
- Rail rate is subject to rail car availability. Equipment is not guaranteed
- For transformer moves, BNSF Logistics requires 4-6 weeks notice of before expected time of shipment to ensure specified railcar availability.
- Cancellation of rail car orders is subject to a car cancellation fee
- Free time for loading and unloading railcar is 24/24 hours respectively and subject to demurrage charges as published Rail carriers Tariff.
- For transformers moves, two (2) days are allowed for the loading and securing of the piece to the rail car. Detention charges shall be applied after two (2) days from the load date. Customer will be responsible for all detention, demurrage, storage, and/or usage charges incurred except to the extent caused by the negligent acts or omissions or willful misconduct of BNSF Logistics, LLC. Any railcar detention caused by any action or inaction by the customer, shipper or receiver, which is outside the control of BNSFL shall be charged to the customer at the prevailing rail demurrage tariff based on car owner and car type in use.
- Rail rate is subject to applicable rules and tariff publication of the railroad (s)
- Rail rate is based on shipper and receiver both being directly served by railroad (s).
- Rail rate does not include Customs Brokerage or customs clearance fees.
- Rail rate does not include blocking, bracing or tie-down at origin.
- Rail rate does not include unloading at destination.
- Rail rate is subject to final clearance authority from origin carrier prior to execution.
- Any changes by the railroad to clearance and/or routing after award, that incur additional charges shall be for the account of the customer.
- At the time of transformer rail transport award, the date for loading will be provided by the customer. The load date can be changed up to 10 days prior to the original load date. The load date may not be changed more than 7 days from the original load date. Any changes made less than 10 days prior the original load date will incur a usage charge and/or cancellation charges.
- For transformer moves, the proposal is based on the drawing provided which should include center of gravity and all dimensions. All pieces of the transformer(s) shall be included on the drawings provided for quoting purposes. Anything on the transformer(s) that is not included on the shipping drawings that incurs additional costs shall be passed through at cost plus 10%. This includes but is not limited to special train costs required due to additional length, width, height, or weight of transformers.

GENERAL CONDITIONS FOR ROAD TRANSPORT

- All proposals reflect direct routing from origin to destination and any rerouting due to construction, weather, related issues, road and/or structural stability due to dimensions or weight, or related issues that affect and cause additional mileage and/or fees may require cost adjustments and will become the responsibility of the Customer.
- This Proposal is based upon Department of Energy (DOE) fuel surcharge at the time of proposal and is subject to change based upon the current DOE fuel surcharge level at time of actual shipment.
- This Proposal includes state permits and private escorts when needed, as stipulated and published by state and provincial regulation at the time of the Proposal.
- This Proposal excludes utilities, police escorts (when required), bucket trucks, traffic control or movement of obstructions. If required, these fees will be billed at cost plus 15%.
- Any governmental change in permit requirements or costings, limit of speed, police escorts required or others, prior to or during transport may affect costs, may require cost adjustments and will become the responsibility of the Customer.
- This Proposal includes one (1) feasibility route survey. Any additional surveys, if required, will be billed at cost plus 15%.
- This Proposal does not include engineering fees or bridge study fees. If required, these fees will be billed at cost plus 15%.
- This Proposal does not include any protection from any natural elements, road spray or debris by the use of tarps, shrink wrap, sealing or others. If requested, this service can be provided at cost plus 15%.
- The shipper and consignee are responsible for providing a clear and direct access to and from the job site.

- The shipper and consignee are to assist in the assembly and disassembly of all equipment when needed.
- BNSFL assumes that all gravel grades will be less than 7% and asphalt grades less than 14%.
- Price is based on providing equipment to be used during normal or maximum allowable weights and not for seasonal thaw or frost law weight limitations.
- For transformer moves, offload, transport and setting costs shall be contingent on permit approval on proposed transport system and shall be subject to site survey at time of move. Proposal is subject to site conditions, adequate space to allow for access for required equipment, site compaction to 95% and no overhead obstructions. Should the site not be compacted properly or any obstructions all work will stop and delays will be charged back.
- This Proposal may not include charges for city and county permits or costs associated with the requirements imposed by local officials.
- This Proposal is contingent upon securing permits from all proper governing agencies. BNSFL will not accept any back charges due to delays in permit approval as this is beyond BNSFL's control.
- Cargo liability is limited to a maximum of \$100,000 per shipment. If excess amount is required, BNSFL must be notified in writing prior to loading and the excess amount charges must be agreed upon in writing. The declared amount must be stated upon the bill of lading to assure full cargo protection.
- Unless otherwise specified, this Proposal does not include the loading of cargo onto equipment at origin, or the unloading of cargo at destination.
- The shipper will be required to supply blocking and bracing for each shipment.
- This Proposal reflects an estimate based upon the center of gravity of the piece being evenly distributed. If it is not, the Customer must provide a drawing to reflect the actual center of gravity for trailer and deck adjustments.
- Depending upon the size and weight of the shipment, please allow a minimum of 30 days advance notice to organize equipment and secure the necessary permits. Some states require a minimum of 6-8 weeks to issue a permit.
- BNSFL allows 1 hour free (local Container Shipments) for live offloading or 48 hour chassis drop (local Container Shipments) and 2 hours (remaining equipment) of free time for loading and unloading of our equipment. Once free time has elapsed, detention will be assessed on a per hour basis and is tiered based on the type of equipment used to transport the commodity. Upon acceptance of this Proposal, detention rates will be defined by BNSFL personnel.
- For transformer moves, four (4) free hours are included for loading the transformer and two (2) free hours for loading the transformer accessories at origin. Any time in excess of this will be billed to the customer at the corresponding rate per hour based on the equipment in use.

GENERAL CONDITIONS FOR AIR TRANSPORT

- Based on Non-hazardous cargo, Non-temperature controlled cargo only.
- Based on weight and dimensions provided, subject to review at the time of shipment
- Fuel and security surcharge are not included. Details of these surcharges are without obligation and apply as per carrier's rate at date of shipment.
- Subject to space and equipment availability at the time of shipment
- Rates do not include any wait time or storage charges incurred due to reasons beyond the reasonable control of BNSFL and/or its carriers'; additional charges will apply thereafter
- All the packing materials used must follow the rules and regulations of the destination country.
- Packing declaration will be required when necessary in accordance with ISPM15 regulations.
- Pricing does not include crating/packing cost. Shipper or customer shall be responsible for export crating/packing unless pricing is included in the proposal.
- Import customs clearance/duties/taxes/door delivery/insurance to be arranged by consignee/others however BNSFL can arrange these services at additional cost which can be available upon request.
- Quoted rates are valid for "secure cargo". For "unsecure cargo" additional charges will be applicable which will be charged as per outlay.

In addition to the terms and conditions set forth herein, all services provided by BNSFL are subject to BNSFL's terms and conditions, which are available upon customer's request and can also be found at www.bnsflogistics.com, and clicking "Terms and Conditions." In the event of any inconsistency between the provisions set forth in this quote and the terms and conditions on the aforementioned website, the provisions set forth in the terms and conditions shall supersede and be binding upon the parties.

From: [Chris Berry](#)
To: [David Ivan](#)
Subject: FW: [EXTERNAL] Timeline
Date: Wednesday, August 27, 2025 8:29:35 AM

Here is some correspondence about approval , requesting extended trailer storage and do not exceed.

From: Mark Walters <mark.walters@powin.com>
Sent: Wednesday, February 12, 2025 8:20 AM
To: Chris Berry <Chris.Berry@bnsflogistics.com>
Cc: Nicholai Jensen-Novak <nicholai.jensennovak@powin.com>
Subject: Re: [EXTERNAL] Timeline

Hi Chris,

It could be up to 4-6 weeks. Please have them quote.

Mark Walters

Sr. Director of Logistics
Phone: 775.544.8977

This email message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information of Powin Corporation. Any unauthorized use, disclosure or distribution is prohibited. If this email has reached you in error, please contact the sender by return email and destroy all copies of the original message

On Feb 12, 2025, at 9:10 AM, Chris Berry <Chris.Berry@bnsflogistics.com> wrote:

We would have to compensate the carrier for use of the trailer. Most carriers are not fond of leaving equipment. How long would they need the trailer?

[<image001.png>](#)

[<image010.png><image011.png><image012.png><image013.png>](#)

Chris Berry

545 Plaza Verde
Suite
100 | Houston,
Texas, 77038
Office: 281-233-
0811| Mobile:
713-409-3937

All business transactions are subject to applicable terms and conditions found at <http://www.bnsflogistics.com/terms-conditions>.
CONFIDENTIALITY NOTICE: This is a transmission from BNSF Logistics and may contain information that is confidential and proprietary. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this transmission in error, please destroy it immediately.

From: Nikolai Jensen-Novak <nicholai.jensennovak@powin.com>
Sent: Tuesday, February 11, 2025 9:03 PM
To: Chris Berry <Chris.Berry@bnsflogistics.com>
Cc: Mark Walters <mark.walters@powin.com>
Subject: Re: [EXTERNAL] RE: Timeline

Hi Chris,

I have an update/request from our facility in Tualatin (at the destination).

I have been told that the permits were not approved for permanent installation, therefore it's been requested that the unit not be offloaded onto the ground as that will fall under a permanent/building permit.

The lab manager told me they can pull temporary permits and hook it up as long as it stays on the trailer, just wanted to run this by you to make sure we can leave it sitting in the parking lot on the trailer without the trailer having to go back any time soon.

Thanks,

<image014.jpg>

Nicholai Jensen-Novak
Logistics Operations Analyst, Sr.
Phone: 1 (646) 280-9568
Email: Nicholai.jensennovak@powin.com

From: Chris Berry <Chris.Berry@bnsflogistics.com>
Sent: Monday, February 10, 2025 6:39 PM
To: Nikolai Jensen-Novak <nicholai.jensennovak@powin.com>
Cc: Mark Walters <mark.walters@powin.com>
Subject: RE: [EXTERNAL] RE: Timeline

Well received and I have updated the group. I have expressed the need for the final pricing plan ASAP in addition to transport plan.

Best,

From: Nikolai Jensen-Novak <nicholai.jensennovak@powin.com>
Sent: Monday, February 10, 2025 7:05 PM
To: Chris Berry <Chris.Berry@bnsflogistics.com>
Cc: Mark Walters <mark.walters@powin.com>
Subject: Re: [EXTERNAL] RE: Timeline

Hi Chris,

Further to our calls today, we are clear to proceed with the Pod movement preparation,

and as per Mark's request, we cannot go above \$90k on this, preferably lower if possible (\$40k-\$80k was the original budget range, I understand we are now working within hazmat rates). I let Mark know about the rebates for this project in the future if we reach a longer term agreement for Pod movements on future projects.

Thanks,

<image015.jpg> **Nicholai Jensen-Novak**
Logistics Operations Analyst, Sr.
Phone: 1 (646) 280-9568
Email: Nicholai.jensennovak@powin.com

From: Nicholai Jensen-Novak <nicholai.jensennovak@powin.com>
Sent: Friday, February 7, 2025 10:43 AM
To: Chris Berry <Chris.Berry@bnsflogistics.com>
Subject: Re: [EXTERNAL] RE: Timeline

Hi Chris- just scheduled that call, let me know if there's anything else we should cover on the agenda, I added everything I could think of.

Thanks,

<image016.jpg> **Nicholai Jensen-Novak**
Logistics Operations Analyst, Sr.
Phone: 1 (646) 280-9568
Email: Nicholai.jensennovak@powin.com

From: Chris Berry <Chris.Berry@bnsflogistics.com>
Sent: Friday, February 7, 2025 6:59 AM
To: Nicholai Jensen-Novak <nicholai.jensennovak@powin.com>
Subject: Re: [EXTERNAL] RE: Timeline

Nicholai that will work. Can you schedule.
Sent from my iPhone

On Feb 7, 2025, at 3:21 AM, Nicholai Jensen-Novak

<nicholai.jensennovak@powin.com> wrote:

Hey Chris, Sorry got sidetracked this afternoon!

Prototype value- \$100,000

Finished Product Value- \$460,000

Let me know if that Monday meeting time will work for your team.

Regarding the potential storage around Q4 of this year to around end of Q1 2026:

This project is in the Houston, TX area

71 Battery Pods (20'x8'x9'6" at 97,000 lbs. Each), they can be stacked up to 2 high

3-6 months of storage time

Dangerous Goods storage classification (lithium Ion batteries)

Also will need power is for its HVAC, 120 AC, and indoor storage.

If you need more info let me know.

Talk soon,

<Outlook-
tefsjxx0.png>

Nicholai Jensen-Novak

Logistics Operations Analyst, Sr.

Phone: 1 (646) 280-9568

Email: Nicholai.jensennovak@powin.com

From: Chris Berry <Chris.Berry@bnsflogistics.com>

Sent: Thursday, February 6, 2025 11:36 AM

To: Nicholai Jensen-Novak <nicholai.jensennovak@powin.com>

Subject: RE: [EXTERNAL] RE: Timeline

Sorry was out getting some lunch and typing from phone.

What is the value of the prototype?

What is the value of the finished product when you get into actual production?

Yes rail insurance is 25k per car so I want to make sure we have adequate

coverage.

From: Nikolai Jensen-Novak <nicholai.jensennovak@powin.com>
Sent: Thursday, February 6, 2025 1:28 PM
To: Chris Berry <Chris.Berry@bnsflogistics.com>
Subject: Re: [EXTERNAL] RE: Timeline

Are you asking about insurance coverage? are those 2 different questions?

<image001.png> **Nicholai Jensen-Novak**
Logistics Operations Analyst, Sr.
Phone: 1 (646) 280-9568
Email: Nicholai.jensennovak@powin.com

From: Chris Berry <Chris.Berry@bnsflogistics.com>
Sent: Thursday, February 6, 2025 11:15 AM
To: Nikolai Jensen-Novak <nicholai.jensennovak@powin.com>
Subject: Re: [EXTERNAL] RE: Timeline

Let me check calendars. What is the. Amie of the prototype want to make sure we have proper coverage. Also what will be the value of finished product?

Sent from my iPhone

On Feb 6, 2025, at 12:36 PM, Nikolai Jensen-Novak
<nicholai.jensennovak@powin.com> wrote:

Hey Chris,
Sounds good- can we do 1:30-2:30pm PST on Monday for the call? If not I will look at another time.
I will send through the warehousing info asap.

Thanks,

<Outlook-
baippsui.png> **Nicholai Jensen-Novak**
Logistics Operations Analyst, Sr.
Phone: 1 (646) 280-9568

Email: Nicholai.jensennovak@powin.com

From: Chris Berry <Chris.Berry@bnsflogistics.com>
Sent: Wednesday, February 5, 2025 2:26 PM
To: Nicholai Jensen-Novak <nicholai.jensennovak@powin.com>
Subject: [EXTERNAL] RE: Timeline

Afternoon sir, our group met today and we confirmed we can hit the target delivery date. We will have more details, actual transit plan and further information early next week. We should probably pencil in an intro call with our PM and the Powin team for Monday afternoon. I expect we will have hard pricing numbers by then as well.

Do you want to check calendars and let me know some times?

Also can you send warehousing details so I can price?

From: Chris Berry
Sent: Tuesday, February 4, 2025 4:28 PM
To: Nicholai Jensen-Novak <nicholai.jensennovak@powin.com>
Subject: Timeline

Hi Nicholai,

I spoke to the team and we have a kick off call tomorrow for all our internal teams and the new PM to align everything but we are thinking about 3 weeks total transit and we should be ready to move later this week or early next. We should hit the late Feb /early March timeline as originally mentioned. I will advise of any changes after tomorrow 1pmcst call but everyone seemed to agree on this. Also, we'll want to present pricing to you all pretty soon so I will st up an invite for that later this week.

Thanks,

[<image001.png>](#)

[<image002.png>](#)

[<image003.png>](#)

[<image004.png>](#)

[<image005.png>](#)

Chris Berry

545 Plaza Verde Suite 100 | Houston, Texas, 77038
Office: 281-233-0811 | Mobile: 713-409-3937

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