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Proposed Counsel for Debtors and Debtors in Possession

IN THE 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)

[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] (x) Powin Energy Storage 2, Inc., [9926]; (xi) Powin Energy Ontario Storage II LP, [5787]; and (xii) Powin Canada B.C. Ltd. [2239]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

NOTICE OF WINNING BIDDERS

PLEASE TAKE NOTICE that, on July 17, 2025, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered the *Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections, (II) Approving Bidding Procedures by Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors' Assets, (III) Approving Form of Asset Purchase Agreement, (IV) Approving Form of Notice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors' Property Free and Clear of All Causes of Action and Claims* [Docket No. 413] (the "Bidding Procedures Order") in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"). The bidding procedures (the "Bidding Procedures") were attached to the Bidding Procedures Order as Exhibit 1.

PLEASE TAKE FURTHER NOTICE that, on July 30, 2025, the Debtors conducted the Auction[2] in accordance with the Bidding Procedures after receiving: (i) one Qualified Bid from Mainfreight Distribution Pty Ltd ("Mainfreight") for the MF Credit Bid Collateral (as defined in the MF Bill of Sale); (ii) one Qualified Bid from FlexGen Power Systems, LLC ("FlexGen") for the Purchased Assets (as defined in the FlexGen Asset Purchase Agreement); and (iii) one Qualified Bid from Hitachi Energy Ltd. ("Hitachi") for the EKS Interest (as defined below). No other Qualified Bids for the Debtors' assets were submitted.

PLEASE TAKE FURTHER NOTICE that the Auction has closed and the Debtors, in accordance with the Bidding Procedures, hereby declare (i) FlexGen as the Winning Bidder with

[2] Capitalized terms not otherwise defined herein shall have the meaning provided in the Bidding Procedures Order.

respect to the Purchased Assets, and (ii) Mainfreight as the Winning Bidder with respect to the MF Credit Bid Collateral.

PLEASE TAKE FURTHER NOTICE that the Bill of Sale with Mainfreight (the "MF Bill of Sale") is attached hereto as **Exhibit A** and the asset purchase agreement with FlexGen (the "FlexGen Asset Purchase Agreement") is attached as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that, in connection with the Debtors' efforts to maximize the value of their estates through the auction process for the sale of substantially all of their assets, the Debtors were presented with an opportunity to monetize, for the benefit of their estates, their indirect 20% equity interest (the "EKS Interest") in non-debtor EKS HoldCo, LLC—a joint venture with Hitachi—held by Powin EKS SellCo, LLC, a wholly owned non-debtor subsidiary of Powin LLC. The terms of the proposed transaction are set forth in the term sheet attached hereto as **Exhibit C** (the "EKS Term Sheet") and include a $15 million cash payment and waiver of all claims against the Debtors' estates. The Debtors believe that authorizing non-debtor Powin EKS SellCo, LLC to consummate the transaction contemplated by the EKS Term Sheet is in the best interest of their estates and stakeholders. At the Auction, other participants were offered the opportunity to bid on the EKS Interest, but no other bids were received. The Official Committee of Unsecured Creditors supports and approves the EKS Term Sheet. Accordingly, the Debtors will seek authority to enter into the EKS Term Sheet at the Sale Hearing and respectfully submit that no further notice is required under the circumstances.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order, the current deadline to file an objection with the Court to the entry of an order approving the Sale is **August 4, 2025, at 12:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Court's request, **the time of the Sale Hearing has recently changed**. The Sale Hearing will now be held on **August 6, 2025, at 10:00 a.m. (prevailing Eastern Time) instead of 11:30 a.m. (prevailing Eastern Time)**, before the Honorable Chief Judge Michael B. Kaplan, at the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom 8, Trenton, New Jersey 08608.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in the Debtors' Chapter 11 Cases are available upon request to Verita Global by calling (866) 507-8031 (U.S./Canada) or (781) 575-2122 (international); (b) by visiting the Debtors' restructuring website at https://www.veritaglobal.net/powin; or (c) for a fee via PACER by visiting http://www.njd.uscourts.gov.

[Signature page to follow]

Dated: July 31, 2025

DENTONS US LLP

/s/ Lauren Macksoud
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- and –

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Proposed Counsel for Debtors and Debtors-in-Possession

Exhibit A

(MF Bill of Sale)

Bill of Sale

THIS BILL OF SALE ("Bill of Sale"), dated this _____ day of July, 2025, is made in favor of Mainfreight Distribution Pty Ltd (together with its parent, subsidiary or any other affiliate entities, included in the definition of "Mainfreight" under the Terms and Conditions, as defined in the MF Lien Notice, collectively, "Mainfreight"), by Powin, LLC and the below-referenced affiliated debtors and debtors in possession (collectively, the "Debtors")[1].

WHEREAS, by order of the United States Bankruptcy Court for the District of New Jersey (the "Court") dated August ___, 2025 (the "Sale Order"), the Court approved the sale of the MF Credit Bid Collateral (defined below) to Mainfreight, free and clear of all liens, claims, interests, or other encumbrances. *See* D.I. ___.

NOW, THEREFORE, for good and valuable consideration in the amount of $3,000,000 USD, the receipt and sufficiency of which are hereby acknowledged, the Debtors do hereby sell, assign, transfer and convey unto Mainfreight, its successors and assigns, all of Debtors' right, title and interest in the personalty, equipment and other goods located at, on or about the locations described on **Exhibit "A"** attached hereto and made a part hereof, and as further set forth in Mainfreight's Credit Bid titled Mainfreight's Credit Bid for the MF Collateral dated of July 28, 2025 (the "MF Credit Bid Letter") attached hereto as **Exhibit "B"** (together, the collateral referenced in Exhibit A and B shall be called the "MF Credit Bid Collateral").

TO HAVE AND TO HOLD the same unto Mainfreight, its successors and assigns forever.

And Debtors do for themselves and their successors and assigns, covenant and agree to and with Mainfreight, its successors and assigns, that the MF Credit Bid Collateral is free and clear of any and all liens, encumbrances, security interests, conditional sales agreements or other agreements whatsoever, and that Debtors are the true and lawful owner of the MF Credit Bid Collateral and have good right and lawful authority, pursuant to the Sale Order, to bargain and sell the same in the manner and form as aforesaid.

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[1] The Debtors in the Chapter 11 Cases jointly administered at Case No. 25-16137 (MBK) in the United States Bankruptcy Court for the District of New Jersey, 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], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

For the avoidance of doubt, the MF Credit Bid Collateral is being sold free and clear of all liens, claims, interests, or other encumbrances to the greatest extent permitted by the Bankruptcy Code and applicable non-bankruptcy law. Whichever Mainfreight entity, together with its parent, subsidiary, or any other affiliate entities, holds the Mainfreight Liens[2] shall be permitted to assign a portion of their claim that supports Mainfreight's Credit Bid to the desired Mainfreight entity as the new owner.

This Bill of Sale is an absolute conveyance. It is the intention of the Debtors and Mainfreight that this Bill of Sale shall not be construed as a conveyance given as security for the amounts owed by the Debtors to Mainfreight or secured thereby or for any other matter.

This Bill of Sale and the sale of the MF Credit Bid Collateral shall not be effective and legally binding until the Sale Order becomes a final order approving the conveyance of the MF Credit Bid Collateral from the Debtors to Mainfreight.

IN WITNESS WHEREOF, Debtors have executed this Bill of Sale on the date set forth above.

DEBTORS:

POWIN LLC, a Delaware limited liability company

By: GERARD UZZI, DEBTORS' CHIEF RESTRUCTURING OFFICER

Signature: _____
Name: _____
Title: _____

[2] Capitalized terms used herein otherwise not defined shall have the meanings ascribed to them in the MF Credit Bid Letter.

EXHIBIT A

MAINFREIGHT COLLATERAL HOLDING (minus BHER & AKAYSHA goods)

Current Location, Site of MF Goods; Description of Goods	Applicable Customer/Project	Mainfreight Entity Party to Terms & Conditions/Bill of Lading/Other Applicable Agreements[1]	Applicable Manufacturer of MF Goods	Party Currently Holding Title to MF Goods	MF Pre-Petition Information (Dates, Amounts, Description of Services)
Taiwan Warehouse/ CTWL Taiwan Warehouse [redacted]	No Project (Parts & Spares) from Formosa 215 Pallet/Crates stc "Spares & Assorted Parts"	Agreement Standard Terms & Conditions	Formosa & Various Manufacturers	POWIN	Numerous invoices / Shipments / differing jobs
Aberdeen, UK/ ASCO Aberdeen Warehouse [redacted]	Overhill Project (Pulse Energy) 4 x Pallets/Crates stc "Spares & Assorted Parts"	Agreement Standard Terms & Conditions	Manufacturer unknown, local Powin LLC stock	POWIN	HBL: USABD4977990 Electrical parts (3 PALLETS) ETD: 06-JAN-25 (USLAX) Eta: 05-FEB-25 (GBGLO) HBL: S05065119 Electrical parts (1 pallet) ETD:13-APR-25 (USLAX) ETA:14-APR-25 (GBLHR)
Lisbon, Portugal/ Extra Gransportes Internacionais [redacted]	GALP Project 1 x Crates stc "Spares & Assorted Parts"	Agreement Standard Terms & Conditions	Manufacturer Ultra Corpotech PVT. India	POWIN	HBL: INLIS5102487 Wire rope assembly ETD: 25-MAY-25 ETA: 27-MAY-25
Detroit, MI USA/ MSA Laydown yard [redacted]	Trenton Channel (DTE) Part Charter Shipment & Detroit Laydown yard	Agreement Standard Terms & Conditions	ACE Manufacturing Seojin Vietnam	POWIN	HBL: VNSAN5034316 66 x Collection Segments ETD 12- APR-25 (VHPH) ETA 08-MAY-25 (USSAN)

[1] The Mainfreight Group is the party to the Terms & Conditions.

Current Location, Site of MF Goods; Description of Goods	Applicable Customer/Project	Mainfreight Entity Party to Terms & Conditions/Bill of Lading/Other Applicable Agreements[1]	Applicable Manufacturer of MF Goods	Party Currently Holding Title to MF Goods	MF Pre-Petition Information (Dates, Amounts, Description of Services)
Houston, TX USA/ Mainfreight Houston Warehouse [redacted]	400x Packages stc “Packages stc HVAC units & Accessories” 48 x “HVAC Units”	Agreement Standard Terms & Conditions	Leader Energy Storage - Taiwan	POWIN	S05060029 HBL: TWHOU5060029 2x40’FCL 400xPackages stc HVAC units S05050968 HBL: TWHOU5050968 8x40’FCL stc 48x“HVAC Units & Accessories”
Los Angeles, CA USA/ Mainfreight Los Angeles Warehouse [redacted]	9 x Pallets stc "Stand Alone EV Diffuser Plates" Serrano Project (Longroad Energy)	Agreement Standard Terms & Conditions	Manufacturer Ultra Corpotech PVT. India	POWIN	S05044467 HBL: INMZJ5052727 Stand Alone EV Diffuser Plates

EXHIBIT B

Kevin M. Capuzzi
1313 North Market Street, Suite 1201
Wilmington, Delaware 19801-6101
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Fax: 302.442.7012
kcapuzzi@beneschlaw.com

July 28, 2025

Via Email
DENTONS US LLP
Tania M. Moyron
Van C. Durrer, II
601 S. Figueroa Street #2500
Los Angeles, CA 90017
tania.moyron@dentons.com
van.durrer@dentons.com

Re: Mainfreight's Credit Bid for the MF Collateral

Dear Tania and Van:

We write on behalf of Mainfreight Distribution Pty Ltd (together with its parent, subsidiary, or any other affiliate entities, included in the definition of "Mainfreight" under the Terms and Conditions, as defined in the MF Lien Notice, collectively, "Mainfreight").

Mainfreight hereby submits this Credit Bid in accordance with the Court's July 17, 2025 *Order (I) Designating a Stalking Horse Bidder and Stalking Horse Bidder Protections, (II) Approving Bidding Procedures by Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors' Assets, (III) Approving Form of Asset Purchase Agreement, (IV) Approving Form of Notice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors' Property Free and Clear of All Causes of Action and Claims* [Dkt. No. 413] (the "Bidding Procedures Order").

As set forth in *Mainfreight's Notice of Lien* [Dkt. No. 489] (the "MF Lien Notice"), timely filed on July 23, 2025, Mainfreight has valid, undisputed, and perfected liens in the MF Collateral, senior in priority to any other asserted liens.[1] A copy of the MF Lien Notice is attached hereto as **Exhibit A** and incorporated by reference herein. The MF Lien Notice sets forth, among other things, the amount of Mainfreight's secured claim as of the Petition Date (of at least $13,114,707.46, subject to ongoing accruals and additions for post-petition interest and other charges, including legal fees as permitted under applicable documents, the "MF Secured Claim") and describes the collateral currently in Mainfreight's possession that supports the MF Secured Claim. That collateral includes liens on (a) the "BHER Goods" (as such term is defined in the MF

[1] All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the MF Lien Notice.

Lien Notice[2]) (b) certain Goods in the Order Approving Settlement [Dkt. No. 283] (the "MF Akaysha Goods,")[3] and (c) all other goods that the Debtors claim ownership of as set forth in their Schedules (including at [Dkt. No. 427]) that are currently in the possession of Mainfreight, the "MF Credit Bid Collateral")

Pursuant to Section VI of the Bidding Procedures, Mainfreight submits a Credit Bid of **$3,000,000 USD** for all of the MF Credit Bid Collateral, which Credit Bid is to be applied, if Mainfreight is the successful bidder, against its allowed secured claim subject to the provisions of section 363(k) of the Bankruptcy Code, *i.e.*, reducing the balance of the MF Secured Claim by **$3,000,000 USD**. As there are no liens on the MF Collateral that are senior to the Mainfreight Liens, there is no cash component of Mainfreight's Credit Bid. Moreover, Mainfreight is not interested in purchasing any Assets other than the MF Collateral and, as s,uch, no additional cash component is required.

For the avoidance of doubt, because this is a Credit Bid and is submitted only with respect to the MF Collateral, the "Qualified Bidder" requirements of Section V of the Bidding Procedures are inapplicable but in any event the Debtors should declare, prior to the Auction, that Mainfreight is a Qualified Bidder entitled to attend and participate in the Auction. If the Debtors perceive a deficiency in this Credit Bid that would disqualify consideration of Mainfreight, please advise the undersigned immediately. All rights are reserved.

Sincerely,

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP

Kevin M. Capuzzi

cc: Jeffrey S. Sabin, Esq.
John C. Gentile, Esq.
Xochitl S. Strohbehn, Esq.
Rodd Morgan
Brendan Roche
James McCrone

[2] The Credit Bid assumes the validity and enforceability of the "Change Order" dated June 8, 2025, a copy of which is attached to Dkt. No. 286.

[3] This Credit Bid assumes that pursuant to the Bidding Procedures Order none of the Debtors are currently seeking to sell any of the BHER Goods and/or the MF Akaysha Goods. If, on or prior to the completion of the Auction, any Debtor seeks to offer for sale either the MF Akaysha Goods and/or the BHER Goods, Mainfreight reserves the right to also credit bid for such goods.

EXHIBIT A

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(a) **BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP** Kevin M. Capuzzi (NJ No. 173442015) John C. Gentile, Esq. Noelle B. Torrice (NJ No. 79132013) Continental Plaza II 411 Hackensack Ave., 3rd Floor Hackensack, NJ 07601-6323 Telephone: (302) 442-7010 Facsimile: (302) 442-7012 kcapuzzi@beneschlaw.com jgentile@beneschlaw.com ntorrice@beneschlaw.com *Counsel to Mainfreight Distribution Pty Ltd, et al.*	
In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) Judge: Michael B. Kaplan (Jointly Administered)

MAINFREIGHT'S NOTICE OF LIEN

Mainfreight Distribution Pty Ltd (together with its parent, subsidiary, or any other affiliate entities, included in the definition of "Mainfreight" under the Terms and Conditions, defined below, collectively, "Mainfreight"), by and through its undersigned counsel, hereby files this notice of lien (the "Notice of Lien") pursuant to the *Notice of Deadline to Assert Liens in Connection with Bidding Procedures and Upcoming Sale and Auction* [D.I. 318] (the "Notice of

[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.

Deadline to Assert Lien") filed by the above-captioned debtors and debtors in possession. In support of this Notice of Lien, Mainfreight respectfully states as follows:

GENERAL BACKGROUND[2]

1. Since at least May 2021, Mainfreight and Powin LLC ("Powin") have had an ongoing business relationship. A true and correct copy of the Business Credit Application (the "Application") submitted by Powin to Mainfreight on or about May 17, 2021, including Mainfreight's Terms & Conditions of Service is attached hereto as **Exhibit A**.

2. In March 2023, Powin (with the now-defunct Powin Energy Holdings LLC, the "Debtors") opened a new business account with Mainfreight. A true and correct copy of the Mainfreight Group – Account Opening Form (the "Account Form") executed by a representative of the Debtors on or about March 29, 2023, including Mainfreight's Standard Terms & Conditions—November 2021, which expressly provide that they govern the services provided by Mainfreight (the "Terms and Conditions"), is attached hereto as **Exhibit B**.

3. The Terms and Conditions provide that Mainfreight holds a lien on any goods – whether property of the Debtors or of a downstream customer, such as BHER Ravenswood Solar I, LLC ("BHER") – that comes into and is currently in Mainfreight's possession or control (collectively, the "MF Collateral" and specifically as to the property in Mainfreight's possession to which BHER claims title, the "BHER Goods"), as well as any and all of the proceeds of the MF Collateral and BHER Goods. **Ex. A** at 2, § 15(a); **Ex. B**, §§ 2.9, 3.8. The Mainfreight liens ("Mainfreight Liens") on the MF Collateral and/or BHER Goods are also evidenced by various

[2] Mainfreight hereby incorporates by reference *Mainfreight Inc.'s Motion to Confirm that the Automatic Stay Pursuant to 11 U.S.C. § 362(a) Does Not Apply to Certain Goods in Its Possession* [D.I. 180] (the "Non-Stay Motion"), and *Mainfreight Inc.'s Omnibus Reply in Support Motion to Confirm that the Automatic Stay Pursuant to 11 U.S.C. § 362(a) Does Not Apply to Certain Goods in Its Possession* [D.I. 341] (the "Non-Stay Reply"), including all exhibits thereto.

House Bills of Lading and the June 4, 2025 Notice of Lien for Unpaid Services attached as Exhibit C to Mainfreight's *Limited Objection and Reservation of Rights to the Debtors' Sale Motion* [D.I. 342]. Mainfreight believes its claim as of the date hereof is at least $13,114,707.46.

4. Mainfreight holds a perfected lien, secured by the MF Collateral and BHER Goods and the proceeds of the MF Collateral and BHER Goods, that is senior to any other lien purporting to be secured by the MF Collateral and/or the BHER Goods. The Mainfreight Liens extend to any and all charges, including Mainfreight's pre-petition claim (which the Debtors list on their schedules as undetermined, unsecured, unliquidated, and disputed, but list $13,018,289.97 as a "cure" amount on their *Notice of Potentially Assumed Executory Contracts and Unexpired Leases* [D.I. 446]) as well as post-petition amounts Mainfreight has incurred in connection with providing the Services (as defined below), including but not limited to storage costs, interest, and legal fees.[3] *See* **Ex. A** at 2, § 15(a); **Ex. B**, §§ 2.9, 3.4, 5.3, 5.5.

5. Specifically, the Terms and Conditions provide that, if the Debtors fail to pay outstanding amounts due upon notice from Mainfreight, Mainfreight may exercise its lien rights as to the MF Collateral and/or BHER Goods. Under the Terms and Conditions, Mainfreight shall have the right to exercise its liens against the MF Collateral and BHER Goods and apply the proceeds to the total owed to Mainfreight. **Ex. A** at 2, § 15(c); **Ex. B**, §§ 2.9, 3.8.

6. As part of Mainfreight and the Debtors' ongoing business relationship, Mainfreight would, at the Debtors' request, prior to the petition date, coordinate the warehousing, storage, order processing, pick and pack, inventory management, domestic road/rail transport, freight forwarding, customs clearance, regulatory clearance involving communication/submissions with

[3] The Mainfreight Liens also apply to the insurance claim related to the two power units that were damaged in transit from Norfolk, Virginia to Millwood, West Virginia and the proceeds thereof. *See* Non-Stay Reply fn. 3.

government bodies, transport by air or sea (domestic and international), cartage, packing/unpacking of containers, and any ancillary services associated with any of the foregoing, of various goods on the Debtors' behalf pursuant to the Terms and Conditions and House Bills of Lading (collectively, the "Services"). Mainfreight's Liens, which are reflected in invoices provided to the Debtors, arise from the pre-petition provision of these Services; those Services included the movement of Goods as well as Services in connection with a significant contemplated movement of Goods, which Debtors cancelled prior to the Petition Date.

7. Mainfreight also holds a valid maritime lien on the Goods and has a right, in accordance with applicable law, to sell them to satisfy the unpaid bills for the Services. Mainfreight is not aware of any applicable non-bankruptcy law that would allow the sale of the MF Collateral and/or BHER Goods free and clear of Mainfreight's interest therein because, under applicable law, Mainfreight's Liens, must be satisfied before all other interests in the MF Collateral and/or BHER Goods. *In re World Imports Ltd.*, 820 F.3d 576, 584, 592 (3d Cir. 2016).

8. On July 10, 2025, the Debtors filed the Notice of Deadline to Assert Lien. The Notice of Deadline to Assert Lien states that, among other things, the failure of any party to provide a timely notice of lien may result in the expunction and forfeiture of any lien rights not properly noticed, including rights as applied to the Purchased Inventory and the proceeds of the Contemplated Transactions (each as defined in the Stalking Horse APA) (the "Inventory"). *See* Notice of Deadline to Assert Lien at 3.

9. Neither the MF Collateral nor the BHER Goods are identified as part of the Inventory, or *vice versa*. However, Mainfreight files this Notice of Lien out of an abundance of caution to avoid the potential expungement and forfeiture of the Mainfreight Liens.

10. The Mainfreight Liens are perfected and senior to all other liens purporting to be against the MF Collateral and/or BHER Goods, and have been for the entire time that the MF Collateral and BHER Goods have been in Mainfreight's possession and control. *See* Non-Stay Motion at 6-8.

11. Mainfreight reserves all rights at law and in equity, including the right to enforce the Mainfreight Liens, the right to supplement or amend this Notice of Lien, and the right to object on any grounds that may be appropriate in connection with or relating to the Mainfreight Liens, or this Notice of Lien.

Dated: July 23, 2025

Respectfully submitted,

BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP

/s/ Kevin M. Capuzzi

Kevin M. Capuzzi (NJ No. 173442015)
John C. Gentile, Esq.
Noelle B. Torrice (NJ No. 79132013)
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jgentile@beneschlaw.com
ntorrice@beneschlaw.com

Counsel to Mainfreight Distribution Pty Ltd.

EXHIBIT A

USA Headquarters
1400 Glenn Curtiss Street
Carson, CA 90746
310-900-1974

Business Credit Application

Return to: CreditApps@mainfreightusa.com

Business Contact Information			
Business Legal Name: Powin LLC			
Other Names/Owner:			
Business Tax ID Number / Business Number: [redacted]			
Phone Number: 503-598-6659	Fax Number:		
Registered Company Address: 20550 SW 115th Ave			
City: Tualatin	State: OR	Zip: 97062	
Expected Monthly Spend:			

Billing Contact Information			
Accounts Payable Contact: Sean Campbell	Phone Number: 503-598-6659		
A/P Contact Email Address: accounting@powin.com			
Preference in communication: ☑ Email	☐ Phone		
Billing Address (if different from above):			
City:	State:	Zip:	

Business & Credit Information			
Type of Business: ☐ Corporation	☑ Partnership	☐ Proprietorship	☐ Other
Bank Name: JP Morgan Chase	Bank Address: 888 SW 5th Avenue Suite 1070, Floor 10, Portland, OR 97204		
Contact: Bryant Villalobos	Phone Number: 503-382-1608		

Type of Account	Account Number
Checking	[redacted]
Savings	
Other	

In consideration of credit extension, the Customer agrees that payments will be made within 15 days from the invoice date. Customer hereby warrants that it has reviewed and agrees to be bound by the Mainfreight, Inc., service terms which are incorporated herein by reference and can be found either on the next page or at https://www.mainfreight.com/getmedia/902f7fa4-c341-4d69-b56e-21d06c0696c6/Terms-and-Conditions-of-Service_23-JUN-2020.pdf
Customer further agrees that a service charge of 1.5% per month shall accrue on all invoices not paid per these terms. This application is for the acceptance of Mainfreight in Los Angeles, California, and will be bound there. Customer hereby authorizes its bank (named above) to release credit information to review by Mainfreight, Inc., with this application.

Certification of credit information, terms and conditions:

Sean Campbell	Sean Campbell	Staff Accountant	5/17/2021
Print Name	Signature	Title	Date

Mainfreight Office Use Only	
Submitted by:	Branch:
Sales Representative:	
Completed by:	ORG:

TERMS & CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

1. Definitions.
(a) "Company" shall mean **MAINFREIGHT, INC.**, its subsidiaries, related companies, agents and/or representatives;
(b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
(d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
(e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent.
The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging transportation services, both domestically and internationally, or other logistics services in any capacity other than as carrier.

3. Limitation of Actions.
(a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
(b) All suits against Company must be filed and properly served on Company as follows:
(i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
(ii) For claims arising out of brokering ground transportation, within two (2) years from the date of loss;
(iii) For claims arising out of air transportation, within two (2) years from the date of the loss;
(iv) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
(v) For any and all other claims, within two (2) years from the date of the loss or damage.

4. No Liability for the Selection or Services of Third Parties and/or Routes.
Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding.
Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance on Information Furnished.
(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs and Border Protection and/or other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf;
(b) In preparing and submitting customs entries, export declarations, applications, security filings, delivery orders, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness and completeness of all documentation, whether in written or electronic format, and Customer shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer or any agent of Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
(c) Customer warrants that the description, marks, numbers and quantities of the goods are accurate, complete and comply with all regulations. Customer shall have the exclusive burden to provide verified gross mass (VGM) of Goods as obtained on calibrated and certified equipment. Company shall be entitled to rely on the accuracy of the weight information provided by Customer for all purposes, including compliance with the VGM requirement under the Safety of Life at Sea Convention (SOLAS). Company shall be entitled to tender, counter-sign or endorse such certificates, weight tickets or other weight data provided by Customer as Company's own VGM to subcontractors, including any vessel operator.
(d) Customer shall not tender hazardous goods absent advance notice and consent of Company and shall in all events be responsible for compliance with all applicable hazardous material regulations.

7. Declaring Higher Value to Third Parties.
Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance.
Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.
(a) Except as stated herein, Company makes no express or implied warranties relating to its services;
(b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
(c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
(d) Without additional coverage under (c) above, the Company's liability shall be limited to the following:
(i) where the claim arises from activities other than those relating to customs brokerage, $50.00 per shipment or transaction, or
(ii) where the claim arises from activities relating to "Customs business," $50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
(e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.
(f) In no event shall Company be liable or responsible for damages attributable to circumstances of Force Majeure. For purposes of these Terms and Conditions, Force Majeure includes, but is not limited to, natural disasters, acts of the public enemy, assailing thieves, Laws and Regulations, wars or warlike action (whether actual or impending) arrests and other restraints of government (civil or military), blockades, insurrections, riots, epidemics or other severe health crisis and associated containment efforts, landslides, lightning, earthquakes, fires, sabotage, tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority, and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of Company and that could not have been overcome by the exercise of ordinary diligence. Company shall notify Customer with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and shall provide Customer from time to time with correct information concerning same.

10. Advancing Money.
All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless.
The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. Inspection Consent.
Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be subject to security controls by carriers and to other government regulations. The customer expressly agrees and consents to searches / inspections / screenings of all cargo in accordance with applicable security controls, initiatives and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

13. C.O.D. or Cash Collect Shipments.
Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

14. Forfeiture of Discounts and Costs of Collection.
All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

15. General Lien and Right to Sell Customer's Property.
(a) Company shall have a general and continuing lien on any and all property coming into Company's actual or constructive possession or control for any monies owed to Company, including but not limited to moneys owing relating to the shipment on which the lien is claimed, a prior shipment(s) and/or both.
(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

16. No Duty to Maintain Records for Customer.
Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §§1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

17. Obtaining Binding Rulings, Filing Protests, etc.
Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

18. Preparation and Issuance of Bills of Lading.
Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

19. No Modification or Amendment Unless Written.
These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

20. Compensation of Company.
Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

21. Severability.
In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

22. Governing Law; Consent to Jurisdiction and Venue.
These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Los Angeles, California and at no other place. Customer and Company:
(a) irrevocably consent to the jurisdiction of the State and Federal courts located in the County of Los Angeles, State of California.
(b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
(c) consent to the exercise of *in personam* jurisdiction by said courts over it, and
(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

EXHIBIT B

Mainfreight Group – Account Opening Form

Mainfreight Distribution Pty Ltd (ABN 85 003 840 319)
Owens Transport Pty Ltd (ABN 64 060 592 529)

Mainfreight Air & Ocean Pty Ltd (ABN 65 007 252 333)
Carotrans Oceania Pty Ltd (ABN 31 118 822 487)

Business Information:

Registered Legal Name ("Customer")	Powin LLC				
ACN	[redacted]	Telephone	503-598-6659	Fax	
ABN	[redacted]	Email	logistics@powin.com; accountspayable@powin.com		
Registered Address	Powin LLC				
Trading Name	N/A - Private Equity				

Are Trading and Postal Address the same as Registered Address? Yes [x] No [ ]
If no then please complete below:

Trading Address	20550 SW 115th Ave., Tulatain, OR 97062
Postal Address	

Entity Type: Company [ ] Trust [ ] Sole Trader [ ] Partnership [ ] LLC [x]

Parent Company (if applicable)	Powin Energy Holdings LLC
Business Commencement Date	Powin LLC Registry Date - 04-28-2021
Directors (name, address, phone, DOB)	Geoff Brown, CEO 2035 NW Front Ave, Suite 600 Portland, OR 97209 - Telephone: 503-598-6659

Hire Pallets to be: Transferred [ ] Recovered [ ] Not Required [x]

CHEP Account Number		LOSCAM Account Number	

Please tick which region (if any) you currently trade with another Mainfreight entity in:
Asia [ ] New Zealand [ ] Europe [ ] Americas [ ] Australia [ ]

Conditions:

Customer acknowledges and agrees that:

1. payment terms are C.O.D, unless otherwise agreed or indicated on the Mainfreight Group invoice;
2. services provided by the Mainfreight Group are subject to the standard terms and conditions which are attached to this Account Opening Form;
3. information stated in this Account Opening Form is true and correct and has been relied upon by the Mainfreight Group to determine whether to grant credit and the signatory has full authority to complete this Account Opening Form on behalf of Customer; and
4. they consent to personal information being disclosed to a credit reporting agency for the sole purpose of assessing an application for commercial credit.

Important Term:

Clause 5 of the Mainfreight Group's standard terms and conditions states that risk in Customer's goods remains with Customer and that the Mainfreight Group is not responsible for any loss, detriment or damage suffered by Customer or any other person.

Signature	S. Bolland	Position	Chief Operating Officer
Name	Stuart Bolland	Date	29th March 2023

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1 Definitions

Agreement means this contract for the provision of the Services;

Consequential Loss means any incidental or consequential loss which shall include, but not be limited to, loss of revenue, loss of profits, loss of business, interruption to business, loss of opportunity, loss of production, interruption to production or loss of contract regardless of whether Mainfreight was actually, or should have been, aware of the potential for such loss to occur;

Customer means the person or entity for whom any Services are to be performed by Mainfreight under this Agreement;

Dangerous Goods means all Goods which are in the reasonable opinion of Mainfreight, or at law, deemed noxious, dangerous, hazardous, explosive, radioactive, flammable, inflammable, combustible, volatile or by their nature are capable of causing damage or injury to other goods, persons, animals or any other thing in which such Goods are carried or stored including any vessel, vehicle, wagon, van, aircraft or other conveyance;

Goods means the cargo or articles or goods perishable or otherwise (including animals of any description) which Customer or any other person has provided together with any container or any other packaging, pallets or other storage device supplied to Mainfreight;

Heavy Vehicle National Law means the *Heavy Vehicle National Law Act 2012* (Qld) and all regulations made under that Act, as well as the associated State and Territory road transport acts and regulations adopting the *Heavy Vehicle National Law Act 2012* (Qld) and includes any subsequent replacement, modification or amendment to any of these acts and regulations;

Hire Pallets means any pallets which are supplied by CHEP, Loscam or any other hire pallet provider;

Mainfreight means *Mainfreight Distribution Pty Limited* (ABN 85 003 840 319), *Mainfreight Air & Ocean Pty Ltd* (65 007 252 333), *Owens Transport Pty Ltd* (64 060 592 529) and/or *Carotrans Oceania Pty Ltd* (31 118 822 487) (as applicable) carrying on business in its own name or under any other business name and unless the context otherwise requires includes its officers, employees, servants, agents and sub-contractors and their officers, employees, servants, agents and sub-contractors or any other party involved in the provision of the Services (as applicable);

Receiver means the person or entity who the Goods are to be delivered to;

Service Information means any statement, document or other form of communication, whether verbally or in writing, which contains information that may affect Mainfreight's ability to correctly, lawfully or safely perform the Services; and

Services includes, but is not limited to, warehousing, storage, order processing, pick and pack, inventory management, domestic road/rail transport, freight forwarding, customs clearance, regulatory clearance involving communication/submissions with government bodies, transport by air or sea (domestic and international), cartage, packing/unpacking of containers, and any ancillary services associated with any of the foregoing.

2 Provision of Services

2.1 This Agreement shall commence upon execution by Customer, or the commencement of the Services, whichever occurs earlier.

2.2 Mainfreight is not a "common carrier" and will accept no liability as such. Mainfreight reserves the right to refuse the carriage or transport of goods for any person or entity and the carriage or transport of any class of goods in its absolute discretion.

2.3 Mainfreight shall use reasonable endeavours to perform the Services within any timeframes provided or notified to, or requested by, Customer. However, Mainfreight does not guarantee that any Services will be performed within such timeframes.

2.4 No marine transit insurance will be obtained by Mainfreight in relation to the Goods while performing the Services. Any such insurance must be taken out by Customer or Receiver at their own cost and expense.

2.5 Any person at the delivery location shall be deemed to have the authority to sign the consignment note to accept receipt of the Goods.

2.6 Mainfreight relies upon the information stated on the consignment note, or any other document or communication provided to Mainfreight in relation to the Goods, to enable the performance of the Services. Mainfreight does not warrant the accuracy or completeness of any such information and any receipt or signature provided is only an acknowledgement of the Goods being collected or delivered. Mainfreight's signature or acceptance shall not be construed as confirmation of the quality, quantity or condition of the Goods.

2.7 Mainfreight may have the Goods carried, stored or otherwise handled by any servant or agent or sub-contractor of Mainfreight or any servant or agent of any sub-contractor or by any other person without Customer's consent and Customer hereby authorises any deviation from the usual route, manner of cartage, method or place of storage of Goods which may in the absolute discretion of Mainfreight be deemed desirable or necessary in the circumstances.

2.8 If Customer expressly or impliedly instructs Mainfreight to use or it is expressly or impliedly agreed that Mainfreight will use a particular method of handling or storing the Goods or a particular method of carriage, whether by road, rail, sea or air, Mainfreight will give priority to that method but, if it cannot conveniently be adopted by Mainfreight, Customer hereby authorises Mainfreight to handle, store or to carry or to have the Goods carried by another method or methods. Mainfreight shall be entitled to open any document, wrapping, package or other container in which the Goods are placed or carried, to inspect the Goods to determine their nature, condition or for the purposes of determining their ownership or destination where any consignment note or other identifying document or mark is lost, damaged, destroyed or defaced.

2.9 Mainfreight shall have a general lien and a particular lien on all Goods or documents in their possession for any and all sums due at any time from Customer. Mainfreight shall be entitled to sell or dispose of such Goods or documents at the expense of Customer and apply the proceeds in or towards the payment of such sums on 14 days' written notice to Customer if such undisputed outstanding amount remains unpaid.

2.10 If Mainfreight is unable to perform their obligations under this Agreement due to events or circumstances which are outside of Mainfreight's reasonable control (**FM Event**), then Mainfreight shall advise Customer as soon as reasonably practicable. Customer may, at their cost and discretion, contract with a third party to enable the Services to continue to be provided. Mainfreight shall provide Customer with access to the Goods (if it is reasonable and safe to do so) and no payment shall be payable in respect of the Services that Mainfreight is unable to provide. Mainfreight shall use all reasonable endeavours to overcome or remove the FM Event as quickly as possible.

3 Fees & Charges

3.1 Mainfreight's charges will be as provided or notified to Customer from time to time. Mainfreight shall be entitled to amend the charges, or include any new charge, at any time which will become effective upon notice to Customer (whether verbally or in writing). Any

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quotations are provided on the basis that they are immediately accepted and are subject to the right of withdrawal before acceptance and may be subject to revision after acceptance.

3.2 Certain charges are outside of Mainfreight's control and are subject to change (with or without notice) from time to time. Customer acknowledges and agrees that such charges may be passed on in full without prior notice. These charges include, but are not limited to, port infrastructure surcharges, tolls, stevedore fees, fumigation, etc.

3.3 Mainfreight's charges shall be deemed fully earned upon commencement of the Services and shall be non-refundable in any event. All charges must be paid in accordance with the payment terms in paragraph 1 on the Account Opening Form, unless otherwise specified by Mainfreight or agreed in writing. Any customs duty or excise charges must be paid prior to delivery of the Goods (where applicable) unless otherwise agreed to by Mainfreight in writing.

3.4 Any undisputed outstanding amount that is not paid by the due date will attract interest at the rates laid down, as amended from time to time, under the *Penalty Interest Rates Act 1983* (Vic).

3.5 Mainfreight may charge freight by weight, measurement or value and may at any time re-weigh or re-measure or re-value or require the Goods to be re-weighed or re-measured or re-valued and charge proportional additional fees accordingly.

3.6 Customer will indemnify Mainfreight against non-payment of any charge or expense incurred by Mainfreight where such charge or expense is to be paid for by another party and such party fails to make payment by the due date.

3.7 Customer will be responsible for any proper charge incurred by Mainfreight for any reason. A charge may be made by Mainfreight in respect of any delay in loading or unloading, other than from the default of Mainfreight. Such permissible delay period shall commence upon Mainfreight reporting for loading or unloading. Labour to load or unload Goods shall be the responsibility and expense of Customer or Receiver. Should Receiver not be in attendance during normal trading hours or at the time specified, Mainfreight reserves the right to make a further charge for every call made until final delivery occurs.

3.8 If the Goods cannot be delivered, after Mainfreight has made reasonable attempts to do so, then Mainfreight shall be entitled (at their discretion) to immediately maintain possession of the Goods (until Customer advises Mainfreight of an alternative delivery location), immediately return the Goods to Customer or sell or otherwise dispose of the Goods upon 14 days' written notice to Customer. Mainfreight shall be entitled to charge applicable storage fees until the Goods are finally delivered/returned/sold/disposed. All charges made by Mainfreight in relation to the Goods shall continue to be due and payable regardless of whether the Goods are delivered to the Receiver or not.

3.9 Notwithstanding clause 3.8, Mainfreight shall be able to dispose of Goods immediately in the case of Goods that pose an apparent or immediate danger to persons or property or Goods which are perishable.

3.10 Customer acknowledges and agrees that any claims for incorrect charges, or overcharges, which are not notified to Mainfreight within 90 days from the date of invoice shall not be claimable.

3.11 Customer is not entitled to offset any amounts which are owed by Customer to Mainfreight under this Agreement against any amounts which may be due by Mainfreight to Customer.

4 Customer's Obligations

4.1 Customer warrants that:

(a) they are the owner of the Goods or otherwise have the authority of the owner to consign the Goods upon and subject to this Agreement;

(b) the Goods comply with the requirement of any applicable law (including, but not limited to, the *Australian Code for the Transport of Dangerous Goods by Road and Rail* and Part 92 of the *Civil Aviation Safety Regulations 1998* (Cth)) relating to the consigning and packaging of the Goods and the expenses and any charges incurred by Mainfreight in complying with the provisions of such law or with any order or requirement thereunder or with the requirement of any harbor, dock, railway, shipping, customs, warehouse or other authority or company shall be paid for by Customer;

(c) if any of the Goods are subject to the legal control of the Australian Border Force then all customs duty, excise and costs which Mainfreight may become, or actually becomes, liable for in respect of such Goods pursuant to any law relating to customs duty or excise shall be immediately paid for by Customer. This shall also include any fine or penalty imposed on Mainfreight related to such customs duty or excise;

(d) they have complied with all applicable laws relating to Dangerous Goods by fully describing in writing whether on the consignment note, waybill, bill of lading or separately (and in the latter case has brought the description to the actual attention of Mainfreight) the name and nature of all Dangerous Goods and any additional charges shall be paid for by Customer in relation to such Goods if deemed necessary by Mainfreight;

(e) they will comply with all applicable laws and regulations applicable to the nature, condition or packaging of the Goods and that the Goods are packed in a manner, having regard to their nature, which is adequate to withstand the ordinary risk of carriage and that Customer has correctly declared the weight and dimensions of the Goods;

(f) they will, so far as is reasonably practicable, ensure the safety of any Services performed for or on behalf of Customer and that they will meet their obligations under the Heavy Vehicle National Law where Customer acts as a Consignor, Consignee, Loader or Packer of Goods (as those terms are defined in the Heavy Vehicle National Law);

(g) any containers, packaging or pallets (which contain or comprise the Goods) shall comply with any requirements of the Receiver and any expense incurred by Mainfreight, arising from any failure to conform, shall be borne or reimbursed by Customer;

(h) any Service Information will be materially accurate and contain no false, incorrect or misleading statements; and

(i) they will promptly comply with all reasonable requests from Mainfreight for information, in relation to Customer's compliance with the MS Act, or to assist Mainfreight to comply with Mainfreight's obligations under the Act.

5 Liability & Indemnity

5.1 The Customer acknowledges and agrees that risk in the Goods shall remain with Customer at all times whilst in the possession, custody or control of Mainfreight and that Mainfreight shall, under no circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for any:

(a) personal injury or property damage caused or contributed to by;

(b) loss or damage to; or

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(c) mis-delivery, delayed delivery or non-delivery of,

the Goods in relation to, or arising out of, the Services whether the foregoing is caused, or alleged to have been caused by, the negligence, wrongful act, breach or default of Mainfreight or by any cause whatever.

5.2 Mainfreight shall not be liable for any claim in relation to Consequential Loss which is suffered by Customer, Receiver or any third party whether arising from, or in relation to, the performance of the Services directly or indirectly from any breach of Mainfreight's obligations under this Agreement or from any negligence, misrepresentation or other act or omission or from any other cause whatsoever.

5.3 Except where any statute otherwise requires, Customer shall indemnify Mainfreight against any claim, liability, loss, damage, cost or expense, which is incurred or suffered by Mainfreight in relation to, or arising out of, the performance of the Services, to the extent that it is caused or contributed to by:

(a) the inherent nature or improper packaging of the Goods;

(b) the negligent act, omission or wilful default by Customer, any Receiver or any other person or entity acting on behalf of Customer; or

(c) Customer's breach of clause 4.1,

or which is otherwise necessarily incurred by Mainfreight in the proper performance of its obligations under this Agreement.

5.4 Without limiting clause 5.3, Customer and Receiver shall be liable for, and indemnify against, any and all liability for goods and services tax levied under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and any other goods and services tax, value added tax, consumption tax or tax of similar effect levied which Mainfreight may incur in relation to the Services.

5.5 Without limiting clause 2.8, 3.7 or 5.3, Customer indemnifies Mainfreight against all reasonable costs (including mercantile agent fees and solicitor-client legal costs) incurred by Mainfreight from any and all action taken in relation to any debt recovery arising from this Agreement.

5.6 Customer acknowledges and agrees that, every servant, sub-contractor or agent of Mainfreight shall have the benefit of all provisions herein as if such provisions were expressly for their benefit. In entering into this contract, Mainfreight, to the extent of those provisions, does so not only on its behalf, but as agent and trustee for such servants, sub-contractors and agents. Notwithstanding the foregoing, should any claim be made against any servants, subcontractors or agents, then Customer will indemnify Mainfreight against all consequences thereof.

5.7 If the Goods pose, or are likely to pose, a substantial risk to cause personal injury or property damage then Mainfreight may take any action that is reasonably necessary to reduce or eliminate such risk. This shall include, but not be limited to, destroying, disposing of or abandoning the Goods. Mainfreight shall not be liable for any loss or damage as a result of any action undertaken to reduce or eliminate such risk.

5.8 Notwithstanding the provisions hereof, this Agreement shall be read subject to any guarantees, implied terms, conditions or warranties imposed by Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (as amended) or any other Commonwealth or State legislation (***Overriding Legislation***) insofar as such may be applicable and prevents either expressly or impliedly the exclusion or modification of any such guarantee, term, condition or warranty.

5.9 Mainfreight's liability as a result of a breach of any Overriding Legislation shall be limited to supplying the Services again or the payment of the cost of supplying the Services again.

5.10 Any proceedings against Mainfreight must be commenced in a court of competent jurisdiction within Victoria, and not elsewhere, within nine (9) months from the date of delivery, or intended delivery, of the Goods. Customer shall not be entitled to bring any proceedings against Mainfreight which are not commenced within such time. Any claim in relation to lost or damaged Goods which are the subject of air/sea transportation must be notified to Mainfreight within the timeframes stated in the *Carriage of Goods by Sea Act 1991* (Cth) or *Civil Aviation (Carrier's Liability) Act 1959* (Cth) (as applicable).

6 Containers & Demurrage/Detention/Storage Charges

6.1 Mainfreight may elect to provide Customer with container/s in order to pack the Goods prior to transportation. Customer must inspect any containers prior to loading the Goods into them and shall be deemed to have accepted the container in good repair and suitable condition should they load the Goods into the container.

6.2 Mainfreight shall not be liable for any loss or damage to the Goods which is caused or contributed to by the condition or unsuitability of the container.

6.3 Risk in the container shall pass to Customer upon delivery and Customer shall indemnify Mainfreight against any claim which relates to, or arises out of, any loss or damage to the container, or personal injury or property damage (excluding the Goods) which arises from the use or possession of the container, except to the extent that it is caused or contributed to by the negligence of Mainfreight.

6.4 Where the Goods are to be transported in containers (whether provided by Mainfreight or not), Customer undertakes that re-delivery of the container shall occur promptly.

6.5 Mainfreight must be provided with at least three business days' notice prior to the required collection date of the container. Mainfreight shall use reasonable endeavours to collect/return the container once notified. However, Mainfreight does not guarantee that such service will be completed within the relevant timeframe.

6.6 Customer acknowledges and agrees that events outside of Mainfreight's reasonable control may contribute to an inability to collect/return the container within the relevant timeframe. Such events may include, but are not limited to, government agencies undertaking their relevant obligations, insufficient fleet capacity, excessive storage of containers within Mainfreight's (or a third party's) yard, closure of empty container parks and redirections of containers by container parks or shipping lines.

6.7 Mainfreight shall not be liable for, and Customer will indemnify Mainfreight against, any detention or demurrage charges which are incurred by the Customer, or any third party, except to the extent that such charge has been caused or contributed to by Mainfreight's negligence.

6.8 Where Mainfreight is unable to collect/return a container within the relevant timeframe, Mainfreight may elect to cancel the collection booking, return the container to the Customer or Receiver (at the Customer's cost) or charge storage fees to Customer until the container can be successfully returned. Mainfreight shall be entitled to return the container to the Customer or Receiver, or charge storage fees, regardless of whether the reason for such inability to return the container is due to Customer, Receiver or any other third party.

MAINFREIGHT GROUP (Mainfreight, Owens, Carotrans)
STANDARD TERMS & CONDITIONS – NOVEMBER 2021

7 Heavy Vehicle National Law

7.1 Mainfreight is committed to taking all steps, so far as is reasonably practicable, to ensure that any Services are performed safely and in accordance with the Heavy Vehicle National Law.

7.2 Mainfreight shall not comply with any direction or instruction provided by Customer or Receiver that might:

(a) have the effect of contributing to a breach of;

(b) prevent Mainfreight from taking all steps that are reasonably necessary to prevent a breach of; or

(c) prevent Mainfreight from complying with its obligations under,

the Heavy Vehicle National Law.

7.3 Without limiting any other clause of this Agreement, Mainfreight shall not be liable for any loss or damage whatsoever which may be suffered by another party as a result of any action or inaction undertaken by Mainfreight to ensure compliance with the Heavy Vehicle National Law.

7.4 Customer acknowledges and agrees that they have ensured that any relevant party (including the Receiver or any supplier, but excluding Mainfreight) are aware of, and comply with, their obligations under the Heavy Vehicle National Law and that any such party is aware of any load restraint requirements applicable to the transportation of the Goods.

8 Hire Pallets

8.1 Customer acknowledges and agrees that, if Hire Pallets are transferred to Mainfreight's account during the provision of the Services, Mainfreight shall be entitled to charge the Customer any fees which Mainfreight may incur from the Hire Pallet provider in relation to Mainfreight's inability to recover that Hire Pallet if:

(a) the Receiver does not have a Hire Pallet account; or

(b) Mainfreight is unable to transfer the Hire Pallet to the Receiver's account; and

(c) Mainfreight cannot physically recover an equal number of Hire Pallets from the Receiver at the time of delivery.

8.2 Further to clause 8.1, any instruction to Mainfreight to exchange or transfer consigned pallets to Mainfreight's Hire Pallet account is accepted only on the basis that Customer will indemnify Mainfreight against any loss or non-recovery of the consigned pallets howsoever arising. Evidence of the instruction to Mainfreight and any non-recovery shall be as shown on the face of the consignment note which shall be deemed conclusive proof of the instruction and/or non-recovery. A charge may be made by Mainfreight for the cost of hiring, recovery and replacement (if applicable) for all Hire Pallets unless exchange pallets are available at the time of delivery.

9 Dispute Resolution Process

9.1 If any dispute arises in connection with this Agreement, the following must be completed prior to the party requiring it to be resolved (***Disputing Party***) commencing proceedings in a court of competent jurisdiction (unless requiring urgent or injunctive relief):

(a) Disputing Party must promptly give the other party written notice providing sufficient details of the dispute (***Dispute Notice***);

(b) within 10 business days of receiving a Dispute Notice, the parties must attempt to resolve the dispute via negotiation;

(c) if the parties are unable to resolve the dispute via negotiation (or a party refuses to participate in the process outlined above) then either party (or the compliant party, if a party refuses to participate in the process outlined above) shall be entitled to commence proceedings in a court of competent jurisdiction.

10 Miscellaneous

10.1 This Agreement is governed by the laws of Victoria.

10.2 Mainfreight shall not be bound by any agreement purporting to vary this Agreement unless such agreement is in writing and signed by an authorised representative of Mainfreight. The parties agree that this Agreement shall prevail over any other terms, conditions, document or statement (whether verbally or in writing) provided by a party (subject to clause 10.3).

10.3 Where a document is issued by or on behalf of Mainfreight and bears the title of, or includes the words, "bill of lading" (whether or not negotiable) or sea or air "waybill" and provides that Mainfreight contracts as carrier, the provisions set out in that document shall prevail to the extent of any inconsistency with this Agreement.

10.4 When this Agreement applies to or forms part of a bill of lading or an air/sea waybill issued by Mainfreight in its capacity as a contracting party for air/sea transportation, it is agreed that the transportation to the airport/wharf of departure and from the airport/wharf of arrival does not constitute part of the contract of air/sea carriage. As far as Mainfreight takes over the arrangement of performance of such services, this is done under a separate contract which is subject to this Agreement and (to the extent only to which this Agreement does not or cannot exclude or modify the operation of any applicable legislation) to that legislation.

10.5 This Agreement shall continue to apply and to be of full force and effect in all circumstances notwithstanding any breach or alleged breach by Mainfreight of this Agreement and in particular (but without limitation of the generality hereof), notwithstanding any departure by Mainfreight from this Agreement whether by way of deviation or otherwise howsoever.

10.6 If one or more provisions of this Agreement shall be invalid or unenforceable the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be severed from this Agreement to the extent that it is invalid or unenforceable.

10.7 This Agreement may be subject to change from time to time. Any changes to this Agreement will be effective upon written notice.

Customer acknowledges and agrees that they have read and understand the above terms and conditions and that this Agreement shall be applicable for any Services which are performed by Mainfreight:

Signature: S Bolland **Position:** Chief Operating Officer

Name: Stuart Bolland **Date:** 29th March 2023

Mainfreight Group – Deviations from Standard Terms & Conditions

info for customer:

POWIN ENERGY LLC

Address: **20550 SW 115th Ave, Tualatin, OR 97062, USA**

General:

1. Defined terms in this document shall have the same meaning as outlined in Mainfreight's standard terms and conditions unless otherwise specified in this document.

2. This document shall prevail to the extent of any inconsistency with Mainfreight's standard terms and conditions.

Amendments to the T&Cs:

3. In clause 2.9, the number "14" is replaced with "60".

4. In clause 3.1, insert "30 days'" before "notice to Customer".

5. In clause 3.8, the number "14" is replaced with "60".

6. Clause 3.9 is hereby deleted.

7. Insert the following at the end of clause 2.7:

   Notwithstanding the foregoing, upon the written request of Customer, Mainfreight must provide Customer with any information which is reasonably requested in relation to such subcontractor utilised to perform the Services. Customer shall be entitled to suspend Mainfreight from utilising a particular subcontractor if they do not meet the minimum requirements as outlined in this Agreement.

8. In clause 9.1(b), the number "10" is replaced with "30".

Customer	Powin LLC		
Signature	S. Bolland Type text here	**Position**	Chief Operating Officer
Name	Stuart Bolland	**Date**	29th March 2023

Mainfreight Air and Ocean Pty Ltd ABN 65 007 252 333

Liability info for customer:

POWIN ENERGY LLC

Address: **20550 SW 115th Ave,**
Tualatin, OR 97062, USA

Liability of Mainfreight:

In the event of loss or damage to the cargo due to the negligence of Mainfreight, the liability of Mainfreight, howsoever arising, shall not exceed the lesser of:
(i) the value of the goods per any one consignment and/or shipment., or
(ii) AUD$300,000 per any one consignment and/or shipment.

Mainfreight shall not be liable for loss or damage howsoever caused (whether or not direct, indirect or consequential) to property other than the Goods themselves and shall not be liable for any pure economic loss or loss of profit (or similar claim), delay or deviation howsoever arising, except to the extent any loss or damage to the cargo caused by Mainfreight's negligence or breach of contract or bailment or wilful act or default of Mainfreight.

International Transport:

Customer needs to be aware that when cargo is travelling by air/sea international conventions apply, these international conventions limit the liability of the carrier.
The most common conventions are the Hague Visby Rules (sea) and Montreal Convention (Air).
The limitations are: -
Hague Visby: The higher of 2 SDR per kilo of the goods lost/damaged, or 666.7 SDR per unit of goods.
Montreal Convention: 22 SDR per kilo of the goods lost/damaged
1 SDR = $2 AUD approx. so there could be a shortfall between what the carrier is liable for under the conventions and the value of the cargo.

General Note:

We encourage customers, to ensure that they have all risk cargo insurance in place for their goods at all times. There are many circumstances where cargo loss/damage can occur which are not due to the fault of carriers (e.g. acts of god) and are therefore not recoverable from the carriers. Additionally, even where carriers are liable, the process of settling a liability claim can be much more time consuming than settling a cargo insurance claim. For a cargo claim the cargo insurer only needs evidence that the cargo is damaged before they pay out. For a liability claim the liability insurer needs evidence of the damage, as well as evidence that the carrier is liable – this can take some time to confirm. Best process for customer, is to claim under their cargo insurance policy in the first instance, so they receive their money asap, and then let their cargo insurer pursue a recovery claim against Mainfreight.

Customer Authorized Signature: S. Bolland

Customer Authorized Name: Stuart Bolland

Title: Chief Operating Officer

Date: 29th March 2023

CERTIFICATE OF SERVICE

I, Kevin M. Capuzzi, Esq., hereby certify that *Mainfreight's Notice of Lien* was filed and served on July 23, 2025 via CM/ECF on all parties registered to receive notice in this case.

/s/ Kevin M. Capuzzi
Kevin M. Capuzzi (NJ No. 173442015)

Exhibit B

(FlexGen APA)

ASSET PURCHASE AGREEMENT

by and among

FLEXGEN POWER SYSTEMS, LLC,

POWIN, LLC

and

its direct and indirect subsidiaries signatory hereto

July 6, 2025

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Exhibit A - Form of Bill of Sale
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of July 6, 2025, by and among Powin, LLC, a Delaware limited liability company ("Powin"), and Powin's direct and indirect subsidiaries that are signatories below (together with Powin, "Sellers" or the "Debtors"), and FlexGen Power Systems, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, "Buyer"). Sellers and Buyer are referred to collectively herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, Sellers presently conduct the business of providing service solutions using the Seller's proprietary intellectual property, cloud-based software, support systems, analytics and reporting and monitoring capabilities for battery energy storage systems (collectively, the "Business");

WHEREAS, on June 9, 2025 (the "Petition Date"), Sellers filed voluntary petitions for relief (the "Chapter 11 Cases") pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code");

WHEREAS, the Parties entered into a debtor-in-possession credit facility, pursuant to which certain lenders agreed to provide a secured super-priority debtor-in-possession loan facility to the Debtors pursuant to the DIP Order (as defined below) and the DIP Loan Documents (as defined below) (such credit facility, the "DIP Facility");

WHEREAS, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to acquire and assume from Sellers, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Purchased Assets and the Assumed Liabilities upon the terms and subject to the conditions set forth herein;

WHEREAS, Sellers intend to seek entry of Sale Procedures Order by the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") upon the terms and subject to the conditions set forth herein and in the Sale Procedures Order;

WHEREAS, Sellers intend to seek the entry of the Sale Order by the Bankruptcy Court approving this Agreement and authorizing Sellers to consummate the Contemplated Transactions upon the terms and subject to the conditions set forth herein and in the Sale Order;

WHEREAS, the independent manager or other applicable governing body of each Seller has determined that it is advisable and in the best interests of such Seller's estate and the beneficiaries of such estate to consummate the Contemplated Transactions provided for herein pursuant to the Sale Procedures Order and the Sale Order and has approved this Agreement, subject to higher and better offers as contemplated by the Sale Procedures Order;

WHEREAS, the Contemplated Transactions are subject to the approval of the Bankruptcy Court, subject to higher and better offers as contemplated by the Sale Procedures Order, and will be consummated only pursuant to the Sale Order to be entered by the Bankruptcy Court; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Buyer, Sellers and the Escrow Agent shall have entered into the Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE I
DEFINITIONS

"503(b)(9) Claim" means an Administrative Claim against any Seller under Section 503(b)(9) of the Bankruptcy Code.

"Accounts Receivable" means (a) all accounts, accounts receivable, contractual rights to payment, notes, notes receivable, negotiable instruments, chattel paper, and vendor and supplier rebates of Sellers and (b) any security interest, claim, remedy or other right related to any of the foregoing.

"Administrative Claim" means an allowed Claim arising under Sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Alternate Transaction" means the sale, transfer or other disposition (or agreement to sell, transfer or otherwise dispose) of all or any material portion of the Purchased Assets (whether effected (or to be effected) pursuant to a reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, plan of reorganization or liquidation, or restructuring or similar transaction), in a transaction or series of transactions, other than the Contemplated Transactions; provided, that with respect to any series of related transactions described herein, the first such transaction in such series constitutes an "Alternate Transaction" for purposes of Section 8.1 and Section 8.3.

"Assignment and Assumption Agreement" means a duly executed assignment and assumption agreement, substantially in the form attached as Exhibit B hereto.

"Assumed Contract List" means Schedule 2.6(a) hereto.

"Assumed Contracts" means those Leases and Contracts that have been assumed by Sellers and assigned to Buyer pursuant to Section 2.6 and Section 365 of the Bankruptcy Code, which, for

the avoidance of doubt shall not include any Non-Real Property Contract or Lease that is excluded pursuant to Section 2.6.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumed Permits" means all Permits relating to the Business that are transferable in accordance with their terms and under applicable Law, but excluding all Permits to the extent related exclusively to any Excluded Asset (including any Lease that is not an Assumed Contract).

"Auction" means the auction for the sale and assignment of the Purchased Assets as specified in the Sale Procedures Order.

"Back-Up Bidder" has the meaning specified in the Sale Procedures Order.

"Back-Up Termination Date" means the first to occur of (a) consummation of an Alternate Transaction, or (b) Buyer's receipt of notice from the Sellers of the release of Buyer's obligations as Back-Up Bidder under any order of the Bankruptcy Court approving bidding procedures in connection with the Contemplated Transactions or an Alternate Transaction.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bill of Sale" means a duly executed bill of sale, substantially in the form attached as Exhibit A hereto.

"Breakup Fee" means a breakup fee equal to $1,100,000.

"Business" has the meaning set forth in the recitals.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks located in New York, New York shall be authorized or required by Law to close.

"Buyer" has the meaning set forth in the preamble.

"Buyer Released Parties" has the meaning set forth in Section 5.8.

"Chapter 11 Cases" has the meaning set forth in the recitals.

"Claim" means a "claim" as defined in section 101(5) of the Bankruptcy Code, whether arising before or after the Petition Date.

"Closing" means the closing of the transactions contemplated by this Agreement, which shall be deemed to have occurred at 12:01 p.m. (prevailing Eastern Time) on the Closing Date.

"Closing Date" means the second (2nd) Business Day after the date on which all conditions to the obligations of Sellers and Buyer to consummate the Contemplated Transactions set forth in Article VII (other than conditions with respect to actions Sellers and/or Buyer will take at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or

waived by the Party entitled to waive that condition, or at such other time or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto.

"Committee" means the official committee of unsecured creditors appointed in the Chapter 11 Cases.

"Consent" means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an order of the Bankruptcy Court that deems or renders any of the foregoing unnecessary.

"Contemplated Transactions" means the sale by Sellers to Buyer, and the purchase by Buyer from Sellers, of the Purchased Assets and the assumption by Buyer of the Assumed Liabilities.

"Contract" means any written or oral agreement, contract, lease, sublease, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, promotion agreement, license agreement, contribution agreement, partnership agreement or other arrangement, understanding, permission or commitment that, in each case, is legally-binding.

"Credit Bid" means a credit bid by the Buyer pursuant to section 363(k) of the Bankruptcy Code.

"Credit Card Receivables" means all Accounts Receivable and other amounts owed to any Seller (whether current or non-current) in connection with any customer purchases from any Seller that are made with credit cards or any other related amounts owing (including deposits or holdbacks to secure chargebacks, offsets or otherwise) from credit card processors to Sellers.

"Cure Amount Cap" has the meaning set forth in Section 2.3(a).

"Cure Amounts" has the meaning set forth in Section 2.6(b).

"Current Employees" means all individuals employed by Sellers as of the day before the Closing Date, whether active or not (including those on short-term disability, leave of absence, paid or unpaid, or long-term disability).

"Dataroom" has the meaning set forth in Section 4.7.

"Data Security Requirements" means, collectively, all of the following to the extent relating to access, collection, use, processing, storage, sharing, distribution, transfer, disclosure, security, destruction, or disposal of any personal, sensitive, or confidential information or data (whether in electronic or any other form or medium), including any personal information protected under applicable laws, rules, or regulations, otherwise relating to privacy, security, or security breach notification requirements and applicable to the Sellers or to the conduct of the Business: (i) the Sellers' own rules, policies, and procedures; (ii) all applicable laws, rules and regulations; (iii) industry standards applicable to the industry in which the Business operates; and (iv) contracts into which the Sellers have entered or by which they are otherwise bound.

"DIP Budget" shall have the same meaning as the term "Approved Budget" as defined in the DIP Order.

"DIP Indebtedness" means all "DIP Obligations" as defined in the DIP Order.

"DIP Lenders" shall have the same meaning given such term in the DIP Order.

"DIP Loan Documents" shall have the meaning given such term in the DIP Order.

"DIP Order" means as of any date of determination (i) the *Interim Order (I) Authorizing Debtors to Obtain Postpetition Financing Pursuant to Section 364 of the Bankruptcy Code, (II) Authorizing the Use of Cash Collateral Pursuant to Section 363 of the Bankruptcy Code, (III) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code, (IV) Granting Liens and Superpriority Claims, (V) Modifying Automatic Stay, and (VI) Scheduling a Final Hearing* that was entered by the Bankruptcy Court on June 26, 2025 (the "Interim Order") or (ii) the Final Order (as defined in the Interim Order), whichever such Order is then in effect.

"DIP Secured Parties" shall have the same meaning given such term in the DIP Order.

"Decree" means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order or any other order of any Governmental Entity.

"Deposit" has the meaning set forth in Section 2.11(a).

"Disclosure Schedule" has the meaning set forth in Article III.

"Employee Benefit Plan" means (a) any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA), (b) employment, consulting, severance, termination protection, change in control, transaction bonus, retention or similar plan, program, policy, agreement or arrangement and (c) any other benefit or compensation plan, program, agreement or arrangement of any kind, providing for compensation, bonuses, profit-sharing, or other forms of incentive or deferred compensation, vacation benefits, insurance, medical, dental, vision, prescription or fringe benefits, life insurance, disability or sick leave benefits or post-employment or retirement benefits, in each case, maintained or contributed to by any Seller or in which any Seller participates or participated and that provides benefits to any Current Employee or Former Employee.

"Employee Roster" has the meaning set forth in Section 3.9.

"Environmental Laws" all applicable Laws concerning pollution or protection of the environment, human health and safety, and natural resources.

"ERISA" means the United States Employee Retirement Income Security Act of 1974.

"Escrow Agent" means Stretto, Inc.

"Escrow Agreement" means that certain Escrow Agreement, dated on or about the date hereof, by and among the Sellers, Buyer and the Escrow Agent.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Claims" means all rights (including rights of set-off and rights of recoupment), refunds, claims, counterclaims, demands, causes of action and rights to collect damages of Sellers against third parties (including, without limitation, avoidance actions and claims against the Sellers' former officers, managers, independent managers, directors, employees, equity holders, private equity sponsors, or lenders, in each case in their capacity as such, or any other person or entity subject to investigation by the Committee pursuant to that final cash collateral order entered by the Bankruptcy Court, including, without limitation, those set forth on Schedule 1 to this Agreement). Notwithstanding the foregoing, "Excluded Claims" do not include any such rights with respect to (i) the Intellectual Property owned by the Sellers as of the time immediately preceding the Closing or (ii) any causes of action by a Seller against any of its customers, including, without limitation, avoidance claims or causes of action under Chapter 5 of the Bankruptcy Code, other than (A) the Specified Customer Claim and (B) any claim, if any, with respect to any customer of the Debtors to the extent such claim arose in a role other than as a customer of the Debtors (including but not limited to such customer's role as a former officer, manager, independent manager, director, employee, equity holder, private equity sponsor, or lender of the Debtors) (all such rights that pursuant to this sentence are excluded from the "Excluded Claims," collectively, the "IP and Customer Claims").

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Expense Reimbursement" means an expense reimbursement of the reasonable and documented out of pocket expenses associated with this Agreement in an aggregate amount not to exceed $500,000.

"Express Representations" has the meaning set forth in Section 4.7.

"Final Order" means an order of the Bankruptcy Court, which is in full force and effect, which has not been modified, amended, reversed, vacated or stayed and as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

"Former Employees" means all individuals who have been employed by the Sellers (or any of their predecessors) who are not Current Employees.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Governmental Entity" means any United States federal, state or local or non-United States governmental or regulatory authority, agency, commission, court, body or other governmental entity.

"Hazardous Substance" means any toxic or hazardous material, substance or waste as to which Liability or standards of conduct may be imposed under any Environmental Laws.

"Insurance Policy" means each primary, excess and umbrella insurance policy, bond and other forms of insurance owned or held by or on behalf, or providing insurance coverage to the Business, Sellers and their operations, properties and assets, including, without limitation, all stop-loss insurance policies with respect to Sellers' self-insured medical and/or dental insurance programs.

"Intellectual Property" means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, continuations, continuations-in-part, divisionals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, Internet domain names and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not registered or published, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof; (d) trade secrets; (e) rights in software and firmware, data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation, internally developed automation scripts, and administrative tools; and (f) all other intellectual property rights related to the Business or held by any Seller.

"Intellectual Property Assignments" has the meaning set forth in Section 2.9(a).

"IRC" means the United States Internal Revenue Code of 1986, as amended.

"IRS" means the Internal Revenue Service.

"IT Systems" means any and all information, payment and communications technologies owned or controlled by the Sellers, including all computers, hardware, software (whether in object or source code form), databases, servers, workstations, routers, hubs, switches, data communication lines, networks and all other information technology systems, included therein.

"Law" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity, or court of competent jurisdiction, or other legal requirement or rule of law, including applicable building, zoning, subdivision, health and safety and other land use Laws.

"Leased Real Property" means all (a) leasehold or sub-leasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property which is used in or otherwise related to the Business, including the right to all security deposits and other amounts and instruments deposited by or on behalf of Sellers thereunder, and (b) any buildings, structures, improvements and fixtures located on any Leased Real Property

which are owned by Seller, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property ("Leasehold Improvements").

"Leasehold Improvements" has the meaning set forth in the definition of "Leased Real Property".

"Leases" means all leases, subleases, licenses, concessions and other Contracts, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, in each case pursuant to which any Seller holds any Leased Real Property.

"Liability" means, as to any Person, any debt, Claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred, or asserted or when the relevant events occurred or circumstances existed.

"Lien" means any lien (as defined in Section 101(37) of the Bankruptcy Code), encumbrance, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, judgments, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability).

"Litigation" means any action, cause of action, suit, claim, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity and whether before any Governmental Entity or arbitrator.

"Material Adverse Effect" means any change, event, effect, development, condition, circumstance or occurrence (when taken together with all other changes, events, effects, developments, conditions, circumstances or occurrences), that (a) is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to the condition (financial or otherwise), value or results of operations of the Purchased Assets (taken as a whole); provided, however, that no change, event, effect, development, condition, circumstance or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) the filing of a voluntary petition under Chapter 11 of the Bankruptcy Code or the effect, directly or indirectly, of such filing; (ii) acts of war, armed hostilities, sabotage or terrorism, or any escalation or worsening of any such acts of war, armed hostilities, sabotage or terrorism threatened or underway as of the date of this Agreements, except to the extent that such change has a materially disproportionate

adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iii) changes in conditions in the U.S. or global economy or capital or financial markets generally, including changes in interest or exchange rates, except to the extent that such change has a materially disproportionate adverse effect on Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iv) resulting from any act of God or other force majeure event (including natural disasters); or (v) changes in Law or in GAAP or interpretations thereof; or (b) would reasonably be expected to prevent, materially delay or materially impair to the ability of any Seller to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein.

"Non-Real Property Contracts" means the Contracts to which any Seller is a party other than the Leases.

"Offeree" has the meaning set forth in Section 6.4.

"Ordinary Course of Business" means the ordinary and usual course of business of Sellers taken as a whole consistent with past custom and practice and taking into account the commencement of the Chapter 11 Cases.

"Outside Date" means September 12, 2025.

"Parties" has the meaning set forth in the preamble.

"Permit" means any and all franchise, approval, permit (including environmental, construction and operation permits), license, order, registration, certificate, variance, Consent, exemption or similar right issued, granted, given or otherwise obtained or required to be obtained, from or by any Governmental Entity, under the authority thereof or pursuant to any applicable Law.

"Permitted Liens" means (a) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property which are not violated by the current use or occupancy of such real property or the operation of the Business, except where any such violation would not, individually or in the aggregate, materially impair the use, operation or transfer of the affected property or the conduct of the Business thereon as it is currently being conducted; (b) easements, covenants, conditions, restrictions and other similar matters affecting title to real property and other encroachments and title and survey defects that do not or would not materially impair value or the use or occupancy of such real property or materially interfere with the operation of the Business at such real property; (c) with respect to Leasehold Improvements, any reversion or similar rights to the landlord or other third party upon expiration or termination of the applicable Lease; and (d) any Liens associated with or arising in connection with any Assumed Liabilities.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.

"Personal Property Leases" means all leases of personal property relating to personal property used by Sellers or to which any Seller is a party or by which the properties or assets of any Seller are bound, in each case relating to the Business.

"Petition Date" has the meaning set forth in the recitals.

"PII" means "personally identifiable information" within the meaning of section 101(41A) of the Bankruptcy Code.

"Post-Closing Tax Period" means any Tax period beginning after the Closing Date and that portion of a Straddle Period beginning after the Closing Date.

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on the Closing Date.

"Priority Claim" means a Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code.

"Professional Services" means any legal services, accounting services, financial advisory services, investment banking services or any other professional services provided by the Sellers' advisers obtained pursuant to any order of the Bankruptcy Court.

"Property Taxes" means all real property Taxes, personal property Taxes and similar ad valorem Taxes.

"Purchase Consideration" has the meaning set forth in Section 2.5.

"Purchase Price" has the meaning set forth in Section 2.5.

"Purchased Assets" has the meaning set forth in Section 2.1

"Purchased Inventory" means the assets listed on Schedule 2.1(a).

"Qualified Bid" means competing bids qualified for the Auction in accordance with the Sale Procedures Order.

"Records" means the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, customer relationship management software data and records, lists (including customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data and similar materials related to the Business.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

"Related Agreements" means the Escrow Agreement, the Bill of Sale, the Assignment and Assumption Agreement and the Intellectual Property Assignments and any other instruments of

transfer and conveyance as may be required under applicable Law to convey valid title of the Purchased Assets to Buyer.

"Representative" means a Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents.

"Retention Fund" means a cash payment of $2,000,000, payable at the Closing, to reimburse the Sellers for employee costs associated with the continuation of the Business and support of its customers through the Closing.

"Sale Hearing" means the hearing conducted in the Bankruptcy Court to seek approval of the Sale Motion and the Contemplated Transactions.

"Sale Motion" means a motion filed by the Sellers with the Bankruptcy Court in connection with the Chapter 11 Cases requesting the entry of the Sale Procedures Order and the Sale Order.

"Sale Order" means an order of the Bankruptcy Court entered in the Chapter 11 Cases consistent with the terms of this Agreement approving the Sale Motion and sale to Buyer in form and substance satisfactory to Buyer.

"Sale Order Deadline" means August 7, 2025, unless extended by Buyer.

"Sale Procedures Order" means an order of the Bankruptcy Court approving the sale procedures relief requested in the Sale Motion in the form attached hereto or otherwise in form and substance satisfactory to Buyer.

"Seller" or "Sellers" has the meaning set forth in the preamble.

"Sellers' Knowledge" (or words of similar import) means the actual knowledge, after due inquiry (which includes reasonable inquiry of such person's direct reports), of each of the individuals listed on Schedule 1.1(a).

"Specified Customer Claim" means the customer claim set forth on Schedule 1.1(b).

"Straddle Period" means any Tax period beginning before or on and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or other persons performing similar functions with respect to such corporation) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons

shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director, managing member, or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Successful Bidder" has the meaning specified in the Sale Procedures Order.

"Tax" or "Taxes" means any United States federal, state or local or non-United States income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, real property, personal property, ad valorem, escheat, unclaimed property, sales, use, liquor, cigarette, transfer, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever (however denominated), whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto, whether or not disputed.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Termination Event" has the meaning set forth in Section 8.1.

"Transfer Tax" means any stamp, documentary, registration, transfer, added-value or similar Tax imposed under any applicable Law in connection with the transactions contemplated by this Agreement.

"Transferring Party" has the meaning set forth in Section 5.1(c).

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Purchased Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement (including, without limitation, Section 4.7 below), at the Closing, Buyer shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Buyer, all of the Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than Permitted Liens and any Liens included in the Assumed Liabilities), for the consideration specified in Section 2.5. "Purchased Assets" shall mean all of the, direct or indirect, right, title and interest of Sellers in, to and under the tangible and intangible assets (including goodwill), properties, rights, going concern value, claims and Contracts used, useful, or held for use in, or related to, the Business (but excluding Excluded Assets) wherever situated and of whatever kind and nature, real or personal, as of the Closing, including:

(a) all Purchased Inventory of Sellers as of the Closing set forth on Schedule 2.1(a) hereto, including all rights of Sellers to receive such Purchased Inventory, supplies and materials which are on order as of the Closing;

(b) all Assumed Contracts that have been assumed by and assigned to Buyer pursuant to Section 2.6;

(c) all Intellectual Property owned by Sellers, including, without limitation, the Intellectual Property set forth on Schedule 2.1(c) hereto;

(d) all items of machinery, equipment, supplies, furniture, fixtures, Leasehold Improvements (to the extent of Sellers' rights to any Leasehold Improvements under the Leases that are Assumed Contracts) owned by Sellers as of the Closing and related to the Business, as set forth on Schedule 2.1(d) hereto;

(e) all Records related to the Business, including Records related to Taxes paid or payable by any Seller (provided that Sellers are entitled to retain copies of all Records for legal compliance purposes), but excluding (i) personnel files for Current Employees and Former Employees of Sellers who are not hired by Buyer as of the Closing Date and (ii) any materials exclusively related to any Excluded Assets;

(f) all goodwill associated with the Business or the Purchased Assets, including all goodwill associated with the Intellectual Property owned by Sellers and all rights under any confidentiality agreements executed by any third party for the benefit of any of Sellers to the extent relating to the Purchased Assets and/or the Assumed Liabilities (or any portion thereof);

(g) all rights of Sellers under non-disclosure or confidentiality, noncompete, assignment of inventions, or nonsolicitation agreements with Current or Former Employees, directors, consultants, independent contractors and agents of any of Sellers to the extent relating to the Purchased Assets and/or the Assumed Liabilities (or any portion thereof);

(h) all of the Assumed Permits;

(i) the amount of, and all rights to any, insurance proceeds received by any of Sellers after the date hereof in respect of (i) the loss, destruction or condemnation of any Purchased Assets, occurring prior to, on or after the Closing or (ii) any Assumed Liabilities;

(j) the IP and Customer Claims;

(k) all rights under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers, contractors and any other Person to the extent relating to equipment purchased, or products sold, to Sellers to the extent such equipment or products are included in the Purchased Assets and/or Assumed Liabilities;

(l) all of the Sellers' telephone numbers, e-mail addresses, websites, URLs and internet domain names related to the Business;

(m) all IT Systems, content, text, graphics, pictures, tools, code, log files, usernames, passwords and other log-in information (e.g. security questions and answers and related linkages) or used or held for use in connection with the operation or conduct of

the Business and other materials, information and items contained or incorporated in or used or held for use in conjunction therewith, including historical usage and analytics data and all diagrams, data, specifications, user manuals, instructional materials and other documentation, information and data relating thereto; and

(n) all other assets that are related to or used in connection with the Purchased Assets or the Business (but excluding all of the Excluded Assets).

Section 2.2 Excluded Assets. Notwithstanding Section 2.1, Buyer expressly understands and agrees that Buyer is not purchasing or acquiring, and the Sellers are not selling or assigning, any right, title or interest (direct or indirect) in or to any of the following assets, properties and rights of Sellers (the "Excluded Assets"):

(a) all cash and cash equivalents of any Seller;

(b) all of Sellers' certificates of formation and other organizational documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, unit certificates and other documents relating to the organization, maintenance and existence of any Seller as a limited liability company or other entity;

(c) all equity securities of any Seller or securities convertible into, exchangeable, or exercisable for any such equity securities and all net operating losses of any Seller;

(d) all Leases (and related Leased Real Property, if any) and Contracts, in each case, other than the Assumed Contracts;

(e) the Excluded Claims;

(f) any loans or notes payable to any Seller or any of its Affiliates from any employee of any Seller or any of its Affiliates (other than Ordinary Course of Business employee advances);

(g) any (i) Records containing confidential personal private information including confidential personnel and medical Records pertaining to any Current Employees or Former Employees to the extent the disclosure of such information is prohibited by applicable Law, (ii) other Records that Sellers are required by Law to retain and (iii) any Records or other documents relating to the Chapter 11 Cases that are protected by the attorney-client privilege; provided that Buyer shall have the right to make copies of any portions of such retained Records (other than the Records referenced in subsection (iii)) to the extent that such portions relate to the Business or any Purchased Asset;

(h) all Permits other than the Assumed Permits;

(i) all directors' and officers' liability Insurance Policies, including any tail Insurance Policies, including the rights of the directors and officers thereunder for coverage

(i.e., advancement of expenses and liability coverage with respect to claims made against such officers and directors); provided that for the avoidance of doubt, any proceeds or right to proceeds under such policies payable or paid to the Seller (other than for purposes of paying, reimbursing or advancing the expenses and liability coverage to or on behalf of any director or officer covered under such policy and payable to a third party with respect to claims made against such director or officer) including for damages and reimbursement for losses or otherwise, shall be payable to Buyer as a Purchased Asset from and after the Closing;

(j) all Employee Benefit Plans;

(k) the assets of Powin EKS SellCo, LLC set forth on Schedule 2.2(j);

(l) the Accounts Receivable of Sellers;

(m) any Tax refunds, credits or other Tax assets of Sellers attributable to Taxes that are Excluded Liabilities; and

(n) the rights of Sellers under this Agreement and the Related Agreements and all consideration payable or deliverable to Sellers under this Agreement.

Section 2.3 Assumption of Assumed Liabilities. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing (or, with respect to Assumed Liabilities under Assumed Contracts or Assumed Permits that are assumed by Buyer after the Closing, such later date of assumption as provided in Sections 2.6 and Section 2.7), Buyer shall assume from Sellers (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Sellers shall irrevocably convey, transfer, and assign to Buyer, the following Liabilities, without duplication and only to the extent not paid prior to the Closing and no other Liabilities (collectively, the "Assumed Liabilities"):

(a) all Cure Amounts under any and all Assumed Contracts; provided, however, that the Buyer shall not be obligated to assume or pay any Cure Amounts with respect to the Assumed Contracts set forth on Schedule 2.3(a) (as the same may be amended from time to time pursuant to Section 2.6) in excess of such Assumed Contract's Cure Amount Cap;

(b) Liabilities under the Assumed Contracts and Assumed Permits solely to the extent arising from and after the Closing Date as well as any Liabilities to the extent arising exclusively out of the Purchased Assets, in each case, solely to the extent arising from and after the Closing Date;

(c) Liabilities expressly assumed by Buyer under the Agreement;

(d) Claims for stub-rent pursuant to section 503(b) of the Bankruptcy Code with respect to Leases that are also Assumed Contracts (it being understood that Buyer shall pay such amounts no later than the later of (a) 10 days following Closing and (b) the last day of the month in which the Closing occurs); and

(e) all Transfer Taxes in accordance with Section 6.5.

Section 2.4 Excluded Liabilities. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of Sellers, whether existing on the Closing Date or arising thereafter, other than the Assumed Liabilities, including any Liability of any Seller, or otherwise imposed on the Purchased Assets or with respect to the Business, in respect of any Tax, including without limitation any Liability of any Seller for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-United States Law), as a transferee or successor, by Contract or otherwise, but excluding any Property Taxes to the extent specifically allocated to Buyer pursuant to Section 6.6 and any Transfer Taxes (all such Liabilities that Buyer is not assuming being referred to collectively as the "Excluded Liabilities").

Section 2.5 Consideration.

(a) In aggregate consideration for the sale and transfer of the Purchased Assets (the "Purchase Consideration") shall be composed of the following:

i. $36,000,000 (the "Purchase Price"), comprised, in the Buyer's sole discretion, of (A) the Credit Bid and (B) cash;

ii. the assumption by Buyer of the Assumed Liabilities; and

iii. the Retention Fund.

(b) The Purchase Consideration shall be satisfied at the Closing as to:

i. the Credit Bid, by causing the DIP Lenders to (A) acknowledge satisfaction of the portion of the DIP Indebtedness covered by the Credit Bid and (B) to the extent the Credit Bid covers all DIP Indebtedness, release all guarantees of the DIP Indebtedness and security interests and liens securing the DIP Indebtedness (collectively, (i)(A) and (i)(B) above, the "Credit Bid And Release");

ii. to the extent that the Purchase Price and the Retention Fund, in the aggregate, exceeds the amount of the Credit Bid, the Deposit, by Buyer and the Sellers instructing the Escrow Agent to pay the Deposit to the Sellers, by wire transfer of immediately available funds, in accordance with the terms of the Escrow Agreement (and to the extent that the amount of the Deposit exceeds the amount by which the Purchase Price and the Retention Fund, in the aggregate, exceeds the amount of the Credit Bid, the remaining portion of the Deposit shall be returned to Buyer at the Closing);

iii. to the extent that the Purchase Price and the Retention Fund, in the aggregate, exceeds the sum of (A) the Credit Bid and (B) the Deposit, cash consideration to be paid by Buyer to Sellers; and

iv. the amount of the Assumed Liabilities described in Section 2.3, by assuming such Assumed Liabilities through one or more Assignment and Assumption Agreements.

Section 2.6 Assumption and Assignment of Contracts.

(a) The Assumed Contract List sets forth a list of all Contracts and Leases to which a Seller is a party and which Buyer has designated to be included as an Assumed Contract, together with estimated Cure Amounts for each Assumed Contract.

(b) In connection with the assumption and assignment to Buyer of any Assumed Contract pursuant to this Section 2.6, (i) the cure amounts, if any, necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from such defaults under the Assumed Contracts (such amounts, the "Cure Amounts"), in each case as of the Petition Date and to the extent required by Section 365(b) of the Bankruptcy Code and any order of the Bankruptcy Court, shall be paid by Buyer at the Closing, except as otherwise provided in this Agreement, and neither the Cure Amounts paid by Buyer nor any other expense or obligation set forth in this Section 2.6(b) shall reduce, directly or indirectly, any consideration payable to Sellers hereunder and (ii) Buyer shall provide sufficient adequate assurance of future performance as of the Sale Hearing necessary to satisfy the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to Assumed Contracts.

(c) Sellers shall use their respective commercially reasonable efforts to obtain an order of the Bankruptcy Court to assign the Assumed Contracts to Buyer on the terms set forth in this Section 2.6. In the event Sellers are unable to assign any such Assumed Contract to Buyer pursuant to an order of the Bankruptcy Court, then the Parties shall use their commercially reasonable efforts to obtain, and to cooperate in obtaining, all Consents from Governmental Entities and third parties necessary to assume and assign such Assumed Contracts to Buyer.

(d) Notwithstanding the foregoing, but subject to Section 5.1, a Contract shall not be an Assumed Contract hereunder and shall not be assigned to, or assumed by, Buyer to the extent that such Contract (i) is rejected by a Seller or terminated by a Seller in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the Closing and is not continued or otherwise extended upon assumption; (ii) requires a Consent of any Governmental Entity or other third party (except as permitted by the Bankruptcy Code) in order to permit the sale or transfer to Buyer of Sellers' rights under such Contract, and no such Consent has been obtained prior to the Closing or (iii) the Cure Amount exceeds the Cure Amount Cap with respect to such Contract and neither Sellers nor Buyer are willing to pay the amount of the Cure Amount that exceeds the Cure Amount Cap with respect to such Contract. In the absence of an agreement by the parties as to the payment of a Cure Amount in excess of the Cure Amount Cap, the subject contract shall be deemed rejected by Sellers.

(e) In addition, a Permit shall not be assigned to, or assumed by, Buyer to the extent that such Permit requires a Consent of any Governmental Entity or other third party

(other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer of Sellers' rights under such Permit, and no such Consent has been obtained prior to the Closing.

Section 2.7 Schedule Updates.

(a) Notwithstanding anything to the contrary in this Agreement, and without any increase or decrease in the Purchase Price (other than (i) with respect to the addition of any Contract to the Purchased Assets, any resulting increase or decrease in Cure Amounts, without regard to Cure Amount Caps and (ii) with respect to the addition of any inventory to the Purchased Assets, the Buyer shall either assume or pay to Sellers the amount of any debt or other Liability associated with such inventory or required to satisfy any Liens associated with such inventory), the Buyer may, in its sole discretion, revise, by written notice to Sellers, amend or modify this Agreement and any schedule setting forth the Purchased Assets and the Excluded Assets prior to the Closing to (i) include in the definition of Purchased Assets (pursuant to the applicable schedule) and to exclude from the definition of Excluded Assets, any Contract or inventory of the Sellers not previously included in the Purchased Assets and require (A) the Sellers to file a notice of assumption and assignment with the Bankruptcy Court and (B) the Sellers to provide any necessary notice to the parties to any such Contract and (ii) to exclude from the definition of Purchased Assets (pursuant to the applicable schedule) and to include in the definition of Excluded Assets, any Assumed Contract, Assumed Plan or other asset of the Sellers previously included in the Purchased Assets and not otherwise included in the definition of Excluded Assets.

(b) If any Contract is added to (or removed from) the Purchased Assets as permitted by this Section 2.7, the Sellers shall promptly take such steps as are reasonably necessary, including, if applicable, payment or adequate assurance of payment of all Cure Amounts and prompt delivery of notice to the non-debtor counterparty, to cause such Contracts to be assumed by the Sellers, and assigned to the Buyer, on the Closing Date (other than as excluded under the Sale Order and this Agreement).

(c) If any Contract is removed from the Purchased Assets as permitted by this Section 2.7, all Liabilities to third parties arising under such Contract shall be Excluded Liabilities. Without limiting any of the Buyer's rights pursuant to this Section 2.7, in the event that the Sale Order does not approve the assignment or transfer of one or more of the Assumed Contracts to the Buyer as Purchased Assets, the Buyer may, in its sole discretion and at any time prior to the Closing Date, exclude any or all of the Assumed Contracts from the Purchased Assets.

(d) Notwithstanding the foregoing, if any Purchased Inventory is subject to a Lien or Liability (or claim of a Lien or Liability) not reflected in Schedule 2.1(a) (each, an "Unscheduled Inventory Liability"), Buyer shall be responsible for the payment of such Unscheduled Inventory Liabilities up to an aggregate amount of $1,000,000 (the "Unscheduled Inventory Liability Cap") for all such Unscheduled Inventory Liabilities. Unless otherwise agreed by Buyer, all Purchased Inventory that is subject to an Unscheduled Inventory Liability shall remain included in the Purchased Assets, with Seller

responsible for the payment of any Unscheduled Inventory Liabilities in excess of the Unscheduled Inventory Liability Cap.

Section 2.8 Closing. The Closing shall take place remotely by electronic exchange of counterpart signature pages commencing at 10:00 a.m. Eastern time on the Closing Date.

Section 2.9 Deliveries at Closing.

(a) At the Closing, Sellers shall deliver to Buyer the following documents and other items, duly executed by Sellers, as applicable:

i. all Bills of Sale reasonably requested by Buyer;

ii. all Assignment and Assumption Agreements reasonably requested by Buyer;

iii. instruments of assignment in form and substance to be agreed to by the Parties in their reasonable discretion for each Registered trademark and domain name, respectively, transferred or assigned hereby and for each pending application therefor, and general assignments of all other Intellectual Property of the Sellers, in each case as reasonably requested by Buyer (collectively, the "Intellectual Property Assignments");

iv. a properly completed and duly executed IRS Form W-9 from each Seller or, if applicable, its regarded owner for U.S. federal income tax purposes;

v. the officer's certificates required to be delivered pursuant to Section 7.1(j);

vi. such other bills of sale, special warranty deeds, completed Transfer Tax returns, title affidavits, assignments of leases, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to the Buyer (in each case signed and acknowledged as appropriate), as the Buyer may reasonably request to vest in the Buyer all the right, title and interest of the Sellers in, to or under any or all the Purchased Assets; provided that all of the reasonable and documented out-of-pocket post-Closing costs incurred by the Sellers in preparing and delivering the foregoing shall be borne by the Buyer and paid promptly after demand therefor and receipt of supporting invoices; and

vii. all other previously undelivered certificates, agreement and other documents required to be delivered by this Agreement by the Sellers at or prior to the Closing in connection with the transactions contemplated by this Agreement.

(b) At the Closing, Buyer shall deliver to Sellers the following documents and other items, duly executed by Buyer, as applicable:

i. any and all Assignment and Assumption Agreements to which the Buyer is party;

ii. the Purchase Price;

iii. the Retention Fund;

iv. the Credit Bid And Release, in form reasonably satisfactory to the Sellers (including documentation reasonably acceptable to the Sellers evidencing satisfaction of the DIP Indebtedness);

v. the officer's certificates required to be delivered pursuant to Section 7.2(e); and

vi. all other previously undelivered certificates, agreements and other documents required by this Agreement to be delivered by the Buyer at or prior to the Closing in connection with the Contemplated Transactions.

Section 2.10 Allocation. Within fifteen (15) calendar days after the Closing Date, Buyer shall in good faith prepare an allocation of the Purchase Price and the Retention Fund (and all capitalized costs, assumed liabilities, and other amounts treated as purchase price for U.S. federal income Tax purposes) among the Purchased Assets in accordance with Section 1060 of the IRC and the Treasury Regulations thereunder (and any similar provision of United States state or local or non-United States Law, as appropriate). Sellers shall have fifteen (15) calendar days following receipt of Buyer's proposed allocation to review and comment on such proposed allocation and Buyer shall consider such comments in good faith. Thereafter, Buyer shall provide Sellers with Buyer's final allocation schedule, and Buyer and Sellers shall report, act and file Tax Returns (including IRS Form 8594) in all respects and for all purposes consistent with such allocation. Neither Buyer nor Sellers shall take any position (whether in audits, Tax Returns or otherwise) which is inconsistent with such allocation; provided that nothing contained herein shall prevent Buyer or Sellers from settling any proposed deficiency or adjustment by any Governmental Entity based upon or arising out of such allocation, and neither Buyer nor Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Entity challenging the allocation. Notwithstanding the foregoing, the Parties recognize that certain allocations of purchase price may be necessary prior to the schedule set forth above, such as in the case of any Transfer Tax filings, and the Parties agree to reasonably cooperate in determining the appropriate allocation in a timely manner in advance of such filings and the payment of Transfer Taxes.

Section 2.11 Withholding. Buyer, the Escrow Agent and any other Person making a payment hereunder (in each case, a "Payor"), shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Seller or any other Person such amounts as such Payor is required to deduct and withhold under the IRC, or any applicable Law, with respect to the making of such payment. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

Section 2.12 Deposit.

(a) No later than one (1) Business Day after the date on which the parties enter into the Escrow Agreement, Buyer will make an earnest money deposit (the "Deposit") into escrow with the Escrow Agent in the amount equal to $3,600,000 by wire transfer of immediately available funds. The Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of any of the Sellers or Buyer and shall be applied against payment of the Purchase Price. At the Closing, the Deposit shall be delivered to the Sellers in accordance with Section 2.5(b) and the terms of the Escrow Agreement and credited toward payment of the Purchase Price.

(b) If this Agreement has been validly terminated prior to the Closing by the Seller pursuant to Section 8.1(g) then, within three (3) Business Days after the date of such termination, Buyer and the Sellers shall jointly instruct the Escrow Agent to disburse the Deposit to the Sellers.

(c) If this Agreement has been validly terminated prior to the Closing by any Party hereto for any reason other than as contemplated by Section 2.12(b) then, within three (3) Business Days after the date of such termination, Buyer and the Sellers shall jointly instruct the Escrow Agent to disburse the Deposit to Buyer.

ARTICLE III
SELLERS' REPRESENTATIONS AND WARRANTIES

Sellers hereby represent and warrant to Buyer as of the date hereof and as of the Closing Date that, except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule"), the statements contained in this Article III are true and correct.

Section 3.1 Organization of Sellers; Good Standing.

(a) Each Seller is duly organized, validly existing and in good standing under the Laws of its state of formation and has all necessary power and authority to own, lease and operate its properties and to conduct its business in the manner in which the Business is currently being conducted. Each Seller has all requisite corporate or similar power and authority to own, lease and operate its assets and to carry on the Business as currently conducted.

(b) Except solely as a result of the commencement of the Chapter 11 Cases, each Seller is duly authorized to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Purchased Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

(c) None of the Sellers has any Subsidiaries (other than other Sellers, if applicable).

Section 3.2 Authorization of Transaction. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) each Seller has all requisite limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which a Seller is a party have been duly authorized by such Seller and no other company action on the part of any Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the Contemplated Transactions; and

(b) this Agreement has been duly and validly executed and delivered by each Seller, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which any Seller is a party will have been duly and validly executed and delivered by each such Seller, as applicable. Subject to approval of the Bankruptcy Court, assuming that this Agreement constitutes a valid and legally binding obligation of Buyer, this Agreement constitutes the valid and legally-binding obligations of Sellers, enforceable against Sellers in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Subject to approval of the Bankruptcy Court, assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of Buyer, each Related Agreement to which any Seller is a party, when executed and delivered, constituted or will constitute the valid and legally-binding obligations of such Seller, as applicable, enforceable against Sellers, as applicable, in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Consents and Approvals.

(a) Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the Related Agreements), subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) will conflict with or result in a breach of the certificate of formation, operating agreement or other organizational documents of any Seller, (ii) will violate any Law to which any Seller is, or its respective assets or properties are, subject, (iii) subject to the entry of the Sale Order, will conflict with any Assumed Contract or Assumed Permit, or (iv) subject to and assuming entry of the Sale Order, will conflict with, or result in any violation of or constitute a breach or default under, any order of any Governmental Entity applicable to the Sellers or any of the Purchased Assets, and, in the case of clauses (ii), (iii) and (iv) for such conflicts, breaches, violations, defaults, accelerations, rights or failures to give notice, would not, individually or in the aggregate, have a Material Adverse Effect.

(b) Except as set forth in Schedule 3.3(b) of the Disclosure Schedule, subject to the Sale Order having been entered and still being in effect (and not subject to any stay pending appeal at the time of Closing), no Consent, notice or filing is required to be

obtained by any Seller from, or to be given by any Seller to, or made by any Seller with, any Governmental Entity in connection with the execution, delivery and performance by any Seller of this Agreement or any Related Agreement. After giving effect to the Sale Order and any applicable order of the Bankruptcy Court authorizing the assignment and assumption of any Contract that is an Assumed Contract hereunder, no Consent, notice or filing is required to be obtained by any Seller from, or to be given by any Seller to, or made by any Seller with, any Person that is not a Governmental Entity in connection with the execution, delivery and performance by any Seller of this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.4 Compliance with Laws.

(a) Sellers are in compliance with all Laws applicable to the Business or the Purchased Assets in all material respects. Sellers have not received any written notice of violation of any Law with respect to any Seller, the Business or the Purchased Assets and there is no reasonable basis for the issuance of any such notice or the taking of any action for such violation.

(b) To Sellers' Knowledge, Sellers do not engage in (a) the design, fabrication, development, testing, production or manufacture of one or more "critical technologies" within the meaning of the Defense Production Act of 1950, as amended, including all implementing regulations thereof (the "DPA"); (b) the ownership, operation, maintenance, supply, manufacture, or servicing of "covered investment critical infrastructure" within the meaning of the DPA (where such activities are covered by column 2 of Appendix A to 31 C.F.R. Part 800); or (c) the maintenance or collection, directly or indirectly, of "sensitive personal data" of U.S. citizens within the meaning of the DPA. The Seller has no current intention of engaging in such activities in the future.

(c) Sellers have not, nor have they taken any action during the past two (2) years that would reasonably result in any such Person being deemed, a "foreign entity of concern" under 15 U.S.C. §4651 (including the corresponding definitional and interpretative guidance referenced therein).

Section 3.5 Title to Purchased Assets. Sellers, as of immediately prior to the Closing, have good and valid title to, or, in the case of leased assets, have good and valid leasehold interests in (subject to the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law)), the Purchased Assets, free and clear of all Liens (except for Permitted Liens), subject to entry of the Sale Order. At the Closing or such time as title is conveyed under Section 2.6, Sellers will convey, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, good and valid title to, or valid leasehold interests in, all of the Purchased Assets, free and clear of all Liens (except for Permitted Liens), to the fullest extent permissible under section 363(f) of the Bankruptcy Code and subject to the rights of licensees

under section 365(n) of the Bankruptcy Code. No Person other than Sellers are engaged in the operation of, or hold rights, title and interest in (except for Permitted Liens), the Purchased Assets.

Section 3.6 Contracts. Schedule 3.6 of the Disclosure Schedule sets forth an accurate list, as of the date hereof, of all material Contracts, including any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof, to which a Seller is a party with respect to the Business as of the date hereof (and Sellers have made available to Buyer true and complete copies of all such Contracts). Except as set forth in Schedule 3.6 of the Disclosure Schedule, no Seller has assigned, delegated or otherwise transferred to any third party any of its rights or obligations with respect to any such Contract. The Assumed Contracts include all Contracts material to the ownership and/or operation of the Business. Sellers have not, and, to Sellers' Knowledge, no other party to any Assumed Contract has, commenced any action against any of the parties to any Assumed Contract or given or received any written notice of any default or violation under any Assumed Contract that has not been withdrawn or dismissed. To Sellers' Knowledge, each Assumed Contract is, or will be upon the Closing, valid, binding and in full force and effect in accordance with its terms.

Section 3.7 Intellectual Property.

(a) Schedule 3.7 of the Disclosure Schedule sets forth a true and complete list of (i) all Registered Intellectual Property that is owned by any Seller, (ii) all material Contracts pursuant to which any Seller obtains the right to use any Intellectual Property, excluding, specifically, shrink-wrap or off-the-shelf software and open source licenses, and (iii) all material Contracts pursuant to which any Seller grants to any other Person the right to use any Intellectual Property. Sellers own all Registered Intellectual Property free and clear of all Liens (except for Permitted Liens and subject to entry of the Sale Order), and all such Registered Intellectual Property is valid, subsisting and, enforceable, and is not subject to any outstanding Decree adversely affecting Sellers' use thereof or rights thereto.

(b) To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, none of the use of the Intellectual Property included in the Purchased Assets, the conduct of the Business as currently conducted, nor any of the products sold or services provided by Sellers or any of their Affiliates in connection therewith, infringes upon or otherwise violates the Intellectual Property of any other Person, nor has any other Person made or threatened in writing any claim of such infringement or other violation. To Sellers' Knowledge, no third party is infringing any Intellectual Property owned by any Seller and included in the Purchased Assets, except as would not reasonably be expected to have a Material Adverse Effect.

(c) Each Person who has contributed to, developed or conceived of any Intellectual Property for or on behalf of any member of the Seller either (i) has entered into a valid and enforceable written agreement pursuant to which such Person assigned to a member of the Sellers exclusive ownership of all such Person's right, title and interest in and to such Intellectual Property or (ii) contributed to, developed or conceived of such Intellectual Property in a manner such that ownership of all right, title and interest in and to such Intellectual Property automatically vested in the Sellers as a matter of applicable Law.

(d) The Sellers have used commercially reasonable efforts to maintain and protect the confidentiality of all trade secrets and other confidential information included in the Purchased Assets, and the Sellers have not disclosed any such trade secrets or other confidential information to any third party other than to Persons subject to contractual, legal, or otherwise binding ethical obligations to maintain the confidentiality thereof, in each case other than the release of the information described on Schedule 3.7(d) of the Disclosure Schedule from escrows of intellectual property to existing customers (the "Escrow Release"). Without limiting the foregoing, other than the Escrow Release, the Sellers have not disclosed, delivered, licensed, escrowed, released, or otherwise made available, nor does any Seller have a duty or obligation (whether present, contingent, or otherwise) to disclose, deliver, license, escrow, or otherwise make available, any source code that embodies any of the Purchase Assets or that is proprietary and included in any Company Product (to any third Person (other than Persons working for or on behalf of the Sellers and subject to written and valid confidentiality obligations).

(e) There are not, and in the past three (3) years have not been, any defects or other problems in any of the products or services from which the Sellers have derived, or are currently deriving, revenue from the sale, license, maintenance or other provision thereof ("Company Products"), in each case that would prevent the same from performing substantially in accordance with their user specifications or functionality descriptions (collectively, "Technical Deficiencies").

(f) The computer systems, software, computer hardware (whether general or special-purpose), telecommunications, networks, servers, peripherals, and other information technology equipment that is used by the Sellers in the conduct of the Business ("Business Systems") are sufficient in all material respects for conduct of the Business. In the past three (3) years, there has not been any material failure with respect to any of the Business Systems that has not been remedied or replaced in all material respects.

(g) The Sellers have taken commercially reasonable actions to protect the security and integrity of the Business Systems and the data stored or contained therein or transmitted thereby including by implementing industry standard procedures preventing unauthorized access and the introduction of any virus, worm, Trojan horse or similar disabling code or program ("Malicious Code"), and the taking and storing on-site and off-site of back-up copies of critical data. There is no Malicious Code in any of the Company Products or the Business Systems, and the Company has not received any complaints from any customers related to any Malicious Code or Technical Deficiencies.

(h) The Sellers and the conduct of the Business are in compliance in all material respects with, and have been in compliance in all material respects with all Data Security Requirements and there have not been any material actual or alleged incidents of data security breaches, unauthorized access or use of any of the Business Systems, or material unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any business information and all personally-identifying information and data that is processed by the Sellers or the Business Systems.

Section 3.8 Litigation. Other than the Chapter 11 Cases, Schedule 3.8 of the Disclosure Schedule sets forth all unresolved Litigation brought by or against any Seller, and to Sellers' Knowledge, there is no other Litigation threatened in writing against any Seller.

Section 3.9 Employees. All employees of Sellers are authorized to work in the United States. Sellers have provided Buyer as of a date no earlier than five Business Days before the date of this Agreement a complete and correct list of all employees who are reasonably expected to be Current Employees by: name; title or position; status (part-time, full-time, exempt, non-exempt, etc.); whether paid on a salaried, hourly or other basis; current base salary or wage rate; current target bonus; start date; service reference date (if different from the start date); work location; vacation entitlement formula; and an indication of whether or not such employee is on leave of absence (the "Employee Roster").

Section 3.10 Real Property.

(a) Sellers do not own any real property.

(b) Schedule 3.10(b) of the Disclosure Schedule sets forth the address of each Leased Real Property used in connection with the Business, and a true and complete list of all Leases that are Assumed Contracts (including the date and name of the parties to such Lease document). Sellers have made available to Buyer a true and complete copy of all Leases that are Assumed Contracts (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) for such Leased Real Property, as amended through the date hereof. Except as set forth in Schedule 3.10(b) of the Disclosure Schedule, with respect to each of the Leases that are Assumed Contracts: (i) to Sellers' Knowledge and subject to the effect on enforceability of (A) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and (B) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law), such Lease is legal, valid, binding, enforceable and in full force and effect in accordance with its terms; (ii) Sellers' possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed, and to Sellers' Knowledge, there are no disputes with respect to Sellers' obligations under such Lease that will not be satisfied by the Sale Order; (iii) to Sellers' Knowledge, no other party to a Lease is in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default; (iv) no security deposit or portion thereof deposited with respect such Lease has been applied in respect of a breach or default under such Lease which has not been redeposited in full; (v) the other party to such Lease is not an Affiliate of, and otherwise does not have any economic interest in, Sellers; (vi) the Sellers have not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof; and (vii) there are no liens or encumbrances (other than Permitted Liens) on the estate or interest created by such Lease.

(c) Schedule 3.10(c) of the Disclosure Schedule sets forth a description of all material Leasehold Improvements for each Leased Real Property related to the Business.

(d) The Leased Real Property identified in Schedule 3.10(b) of the Disclosure Schedule and the Leasehold Improvements comprise all of the real property used in or otherwise related to the operation by Sellers of, the Business.

(e) Sellers have received no notice of any condemnation, expropriation or other proceeding in eminent domain pending or, to Sellers' Knowledge, which is threatened, affecting any real property underlying the Leased Real Property or any portion thereof or interest therein.

(f) To Sellers' Knowledge, no condition exists at any Leased Real Property, or at any other real property owned, leased or otherwise utilized by Sellers, that could reasonably be expected to (i) cause a fire hazard, or create conditions that could induce a battery-related fire, or (ii) result in material non-compliance with applicable fire safety codes.

Section 3.11 Tangible Personal Property. Schedule 3.11 of the Disclosure Schedule sets forth all material Personal Property Leases related to the Business, and, to Sellers' Knowledge, each such material Personal Property Lease is valid and enforceable.

Section 3.12 Permits. Schedule 3.12 of the Disclosure Schedule contains a list of all material Permits related to the Business that Sellers hold as of the date hereof in connection with the operations of the Business. As of the date hereof, there is no Litigation pending or, to Sellers' Knowledge, threatened in writing that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Assumed Permits, except where a failure of this representation and warranty to be so true and correct would not be material to the ownership and operation of the Business. All required filings with respect to the Assumed Permits have been made and all required applications for renewal thereof have been filed, except where a failure of this representation and warranty to be so true and correct would not be material to the ownership and operation of the Business.

Section 3.13 Purchased Inventory.

(a) To Sellers' Knowledge, no Purchased Inventory is materially damaged in any significant way, except for any such damage which would not be material to the Purchased Inventory taken as a whole;

(b) To Sellers' Knowledge, none of the Purchased Inventory has been part of a current or past product recall, except for any such recall which would not be material to the Purchased Inventory taken as a whole;

(c) To Sellers' Knowledge, the Purchased Inventory is in material compliance with United States federal and applicable state guidelines for such products as of the date hereof, except for any such noncompliance which would not be material to the Purchased Inventory taken as a whole; and

(d) To Sellers' Knowledge, the Purchased Inventory is in working condition or in a condition fit for sale and consumption in accordance with all applicable Laws, as the

case may be, except for such failure to be in such condition which would not have a Material Adverse Effect on the Purchased Inventory taken as a whole.

(e) With respect to the Purchased Inventory, Sellers have complied, in all material respects, with Title 19 of the United States Code and with all other applicable customs and import Laws and have paid all tariffs and penalties imposed upon such Seller by the U.S. Customs and Border Protection Agency, U.S. Department of Commerce, or any other U.S. or non-U.S. governmental authority on the importation of goods ("Import Duties"), and has not imported or attempted to import any goods prohibited by any applicable customs or import Laws. Seller has not received any written notice of, nor to the Seller's Knowledge is there any pending or threatened, audit, examination, investigation, or other proceeding by any governmental authority relating to any Import Duties applicable to the Purchased Inventory. The Sellers are in compliance in all material respects with all applicable Laws relating to the payment of Import Duties and the importation and exportation of goods, including all applicable recordkeeping, classification, valuation, marking, labeling, country of origin, and free trade agreement requirements, in each case, with respect to the Purchased Inventory.

Section 3.14 Environmental Matters. Except as set forth in Schedule 3.14 of the Disclosure Schedule:

(a) Each Seller is, and has been during the prior two (2) years, in compliance in all material respects with all applicable Environmental Laws, which compliance has included obtaining and maintaining all Permits, licenses and authorizations required under applicable Environmental Laws;

(b) No Seller has received during the prior two (2) years written notice from any Governmental Entity or third party regarding any actual or alleged violation of or Liability under Environmental Laws;

(c) To Sellers' Knowledge, no Hazardous Substance has been released at any current or former Leased Real Property, or other real property, by Sellers in violation of any Environmental Law;

(d) Sellers have made available to Buyer copies of all material environmental audits, assessments and reports in its possession relating to Sellers, any actual or potential Liabilities under Environmental Laws and the Leased Real Property; and

(e) This Section 3.14 contains the sole and exclusive representations and warranties of Sellers with respect to any environmental, health or safety matters, including any arising under any Environmental Law or with respect to any Hazardous Substance.

Section 3.15 Brokers' Fees. Except for amounts due to Huron Transaction Advisory LLC (which amounts are to be paid by the Seller), no Seller has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay.

Section 3.16 No Other Agreements to Purchase. Sellers have not entered into any agreement with any other Person (written or oral) which grants such third party the right or option purchase or acquire from Sellers any Purchased Asset, other than purchase orders for Purchased Inventory accepted by Sellers in the Ordinary Course of Business.

Section 3.17 Taxes.

(1) Each Seller has duly and timely filed all income and other material Tax Returns that it was required to file, and all such filed Tax Returns were true, correct and complete in all material respects. All material Taxes owed by the Sellers and all material Taxes owed with respect to the Purchased Assets (in each case, whether or not shown on any Tax Return) have been paid. In the last three (3) years, no claim has been made in writing by a Governmental Entity in a jurisdiction where the Sellers do not file Tax Returns that the Sellers or the Business is or may be subject to taxation by that jurisdiction.

(2) There is no audit, dispute, claim or controversy concerning any Tax Liability or Tax Return of Sellers or with respect to the Purchased Assets or the Business in progress or pending by any taxing authority. No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency that could result in a Lien on the Purchased Assets or the imposition of any liability for Taxes on Buyer, its direct or indirect equityholders, or their Affiliates.

(a) There are no Liens on any Purchased Asset or the Business for Taxes (other than for current Taxes not yet due and payable).

(3) No Seller is party to any Tax sharing, Tax allocation or Tax indemnity agreement, except for (i) any such agreement solely between the Sellers or (ii) customary gross-up or indemnification provisions in commercial agreements entered into in the ordinary course of business, the primary subject matter of which is not related to Taxes, in each case that would be binding on the Buyer.

(4) No Seller has participated in any "reportable transaction" within the meaning of Treasury Regulation section 1.6011-4(b).

(5) Each Seller has collected or withheld all material Taxes required to have been collected or withheld (including from payments made to employees, independent contractors, creditors, stockholders and other Persons) and such collected and withheld Taxes have been or will be duly paid to the proper Governmental Entity, and each of the Seller has complied in all material respects with all Laws relating to withholding, including any reporting and record keeping requirements.

(6) Each Seller has collected all material amounts of sales and use Taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate Governmental Entity, or has been furnished properly completed exemption certificates and has, in all material respects, maintained all such records and supporting documents in the manner required by all applicable sales and use Tax statutes and regulations.

(b) Powin is classified as a partnership for U.S. federal income Tax purposes, and each other Seller is classified as an entity disregarded from its owner for U.S. federal income Tax purposes, and Powin and each other Seller have been so classified since the date of their formations, respectively. No Seller has filed any election or taken any other action to be classified as an association taxable as a corporation for U.S. federal income Tax purposes.

(c) No Purchased Asset represents an interest in a partnership or other entity for any applicable Tax purpose.

(g) Sellers are not foreign persons within the meaning of section 1445 of the IRC.

Section 3.18 No Other Representations or Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED AND MODIFIED BY THE DISCLOSURE SCHEDULE), NEITHER A SELLER NOR ANY OTHER PERSON MAKES (AND BUYER IS NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO SELLERS, THE BUSINESS, THE PURCHASED ASSETS (INCLUDING THE VALUE, CONDITION OR USE OF ANY PURCHASED ASSET), THE ASSUMED LIABILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND SELLERS DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY SELLERS, ANY AFFILIATE OF SELLERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED AND MODIFIED BY THE DISCLOSURE SCHEDULE), EACH SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE PURCHASED ASSETS (INCLUDING ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF THE PROBABLE SUCCESS OR PROFITABILITY OF THE OWNERSHIP, USE OR OPERATION OF THE BUSINESS OR THE PURCHASED ASSETS BY BUYER AFTER THE CLOSING). THE DISCLOSURE OF ANY MATTER OR ITEM IN THE DISCLOSURE SCHEDULE SHALL NOT BE DEEMED TO CONSTITUTE AN ACKNOWLEDGMENT THAT ANY SUCH MATTER IS REQUIRED TO BE DISCLOSED OR IS MATERIAL OR THAT SUCH MATTER WOULD RESULT IN A MATERIAL ADVERSE EFFECT.

BUYER HAS PERFORMED AN INDEPENDENT INVESTIGATION, ANALYSIS, AND EVALUATION OF THE PURCHASED ASSETS.

THE PROVISIONS OF THIS SECTION 3.18 SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

ARTICLE IV
BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Sellers as follows as of the date hereof and as of the Closing Date:

Section 4.1 **Organization of Buyer**. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 **Authorization of Transaction**.

(a) Buyer has full limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which Buyer is a party have been duly authorized by Buyer, and no other limited liability company action on the part of Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or to consummate the Contemplated Transactions.

(c) This Agreement has been duly and validly executed and delivered by Buyer, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which Buyer is a party will have been duly and validly executed and delivered by Buyer. To the extent this Agreement constitutes a valid and legally-binding obligation of Sellers, this Agreement constitutes a valid and legally-binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. To the extent each Related Agreement constitutes a valid and legally-binding obligation of each Seller party thereto, each Related Agreement to which Buyer is a party, when executed and delivered, constituted or will constitute the valid and legally-binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 **Noncontravention**. Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the assignments and assumptions referred to in Section 2.6) will (i) conflict with or result in a breach of the certificate of formation, operating agreement, or other organizational documents, of Buyer, (ii) subject to any consents required to be obtained from any Governmental Entity, violate any Law to which Buyer is, or its assets or properties are subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel any Contract to which Buyer is a party or by which it is bound, except, in the case of either clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations or rights as

would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair to the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements. Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any of the Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair to the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

Section 4.4 **Litigation**. There are no Litigation pending or, to Buyer's knowledge, threatened against or affecting Buyer that will adversely affect Buyer's performance under this Agreement or the consummation of the transactions contemplated by this Agreement.

Section 4.5 **Adequate Assurances Regarding Executory Contracts**. Buyer will be capable of satisfying as of the Sale Hearing (i) its obligations under this Agreement and (ii) the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.6 **Brokers' Fees**. Buyer has not entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which any Seller could become liable or obligated to pay.

Section 4.7 **No Outside Reliance**. Notwithstanding anything contained in this Article IV or any other provision of this Agreement the contrary, Buyer acknowledges and agrees that the representations and warranties made by the Sellers to Buyer in Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the "Express Representations") are the sole and exclusive representations, warranties, and statements of any kind made by Sellers to Buyer in connection with the transactions contemplated by this Agreement. Buyer acknowledges and agrees that all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (a) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations), that certain datasite administered by SmartRoom (the "Dataroom"), any projections, meetings, calls or correspondence with management of Sellers and their Representatives, or any other Person on behalf of Sellers or any of their respective Affiliates or Representatives and (b) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, Contracts, and prospects of Sellers, or the quality, quantity or condition of Sellers assets, are, in each case, specifically disclaimed by Sellers and that Buyer has not relied on any such representations, warranties or statements. Buyer will accept the Purchased Assets and assume the Assumed Liabilities at the Closing "AS IS," "WHERE IS" and "WITH ALL FAULTS."

ARTICLE V
PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Notices and Consents.

(a) To the extent required by the Bankruptcy Code or the Bankruptcy Court, Sellers shall give any notices to third parties, and each Seller shall use its commercially reasonable efforts to obtain any third party Consents or sublicenses; provided, however, that neither Seller nor Buyer shall be required to incur any Liabilities or provide any financial accommodation, in order to obtain any such third party Consent with respect to the transfer or assignment of any Purchased Asset.

(b) Sellers and Buyer shall cooperate with one another (i) in promptly determining whether any filings are required to be or should be made or consents, approvals, Permits or authorizations are required to be or should be obtained under any applicable Law in connection with this Agreement and the Contemplated Transactions and (ii) in promptly making any such filings, furnishing information required in connection therewith and seeking to obtain timely any such consents, Permits, authorizations, approvals or waivers; provided, however, that Sellers' obligations hereunder shall only continue until the Chapter 11 Cases are closed or dismissed.

(c) To the extent permitted by applicable Law and the terms of the Purchased Assets, in the event any third party Consent has not been obtained by the Closing, at the Buyer's request, the Party contemplated to be transferring such Purchased Asset under this Agreement (the "Transferring Party") shall hold in trust for the Buyer, as applicable, the relevant Purchased Asset until the earlier of such time as (i) the third party Consent is obtained, (ii) the Chapter 11 Cases are closed or dismissed or (iii) Buyer elects not to assume such Purchased Asset.

(d) Subject to the terms and conditions set forth in this Agreement and applicable Law, Buyer and Sellers shall (i) promptly notify the other Party of any communication to that Party from any Governmental Entity in respect of any filing, investigation or inquiry concerning this Agreement or the Contemplated Transactions, (ii) if practicable, permit the other Party the opportunity to review in advance all the information relating to Sellers and their respective Subsidiaries or Buyer and its Affiliates, as the case may be, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Agreement and the transactions contemplated by this Agreement and consider in good faith the other Party's reasonable comments, (iii) not participate in any substantive meeting or discussion with any Governmental Entity in respect of any filing, investigation, or inquiry concerning this Agreement and the transactions contemplated by this Agreement unless it consults with the other Party in advance, and, to the extent permitted by such Governmental Entity, gives the other Party the opportunity to attend, and (iv) furnish the other Party with copies of all correspondences, filings, and written communications between them and their Subsidiaries and Representatives, on the one hand, and any Governmental Entity or its respective staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement, provided, however, that any materials or information provided pursuant to any

provision of this Section 5.1(d) may be redacted before being provided to the other Party (A) to remove references concerning the valuation of Buyer, Sellers, or any of their Subsidiaries, (B) financing arrangements, (C) as necessary to comply with contractual arrangements, and (D) as necessary to address reasonable privilege or confidentiality issues. Sellers and Buyer may, as each deems advisable and necessary, reasonably designate any commercially or competitively sensitive material provided to the other under this Section 5.1(d) as "outside counsel only." Such materials and the information contained therein shall be given only to the outside legal counsel and any retained consultants or experts of the recipient and shall not be disclosed by such outside counsel to employees, officers or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Buyer, as the case may be). Each of Sellers and Buyer shall promptly notify the other Party if such Party becomes aware that any third party has any objection to the Agreement on antitrust or anti-competitive grounds.

Section 5.2 Bankruptcy Actions.

(a) The Sellers shall have filed the Sale Motion no later than July 1, 2025, which motion shall seek the Bankruptcy Court's: (i) entry of the Sale Procedures Order by no later than July 16, 2025, (ii) entry of the Sale Order by no later than the Sale Order Deadline.

(b) Sellers will provide Buyer with a reasonable opportunity to review and comment upon all motions, applications, and supporting papers relating to the transactions contemplated by this Agreement prepared by Sellers or any Affiliates (including forms of orders and notices to interested parties) prior to the filing thereof in the Chapter 11 Cases. All motions, applications, and supporting papers prepared by Sellers and relating to the transactions contemplated by this Agreement to be filed on behalf of Sellers after the date hereof must be approved in form and substance by Buyer.

(c) Each of Buyer and Sellers shall continue to act in good faith and without any improper conduct, including collusion or fraud of any kind.

(d) Each of Buyer and Sellers will promptly take such actions as are reasonably requested by the other Party to assist in obtaining entry of the Sale Order and the Sale Procedures Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by Sellers of their obligations under this Agreement and the Related Agreements and demonstrating that Buyer is a good faith buyer under Section 363(m) of the Bankruptcy Code.

(e) Pursuant to the terms of the proposed Sale Procedures Order, Sellers will, among other things, solicit bids from other prospective purchasers for the sale of all or substantially all of the Purchased Assets on terms and conditions substantially the same in all respects to this Agreement (or more favorable terms to Sellers) and in accordance with the procedures set forth in the proposed Sale Procedures Order, and Sellers shall adhere to those procedures. The Sellers and Buyer agree, and the Sale Procedures Order shall reflect the fact that, the provisions of this Agreement are reasonable, were a material inducement

to the Buyer to enter into this Agreement and are designed to achieve the highest or best offer for the Purchased Assets.

(f) Sellers shall use commercially reasonable efforts to provide appropriate notice of the hearings on the Sale Motion to all Persons entitled to notice, including, but not limited to, all Persons that have asserted Liens in the Purchased Assets, all parties to the Assumed Contracts and all Taxing authorities in jurisdictions applicable to Sellers and as otherwise required by the Bankruptcy Code and bankruptcy rules.

(g) Sellers shall serve a cure notice by first class mail on all non-debtor counterparties to all Non-Real Property Contracts and Leases as required by the Sale Procedures Order and provide a copy of the same to Buyer.

Section 5.3 **Conduct of Business**. Until the earlier of the termination of this Agreement and the Closing, subject to the terms and conditions of the DIP Order and the DIP Budget, and except as expressly contemplated by this Agreement or as set forth on Schedule 5.3, or required under the Bankruptcy Code or other applicable Law and except with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned, or delayed), subject to the Chapter 11 Cases (including authorization provided by the Bankruptcy Court in such Chapter 11 Cases):

(a) Sellers shall comply with the DIP Order in all material respects;

(b) Sellers shall use commercially reasonable efforts to conduct the Business in the Ordinary Course of Business, and operate and maintain, preserve and protect all of the Purchased Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for replacements, modifications or maintenance in the Ordinary Course of Business;

(c) Sellers shall use commercially reasonable efforts not to take, or agree to or commit to assist any other Person in taking, any action (i) that would reasonably be expected to result in a failure of any of the conditions to the Closing or (ii) that would reasonably be expected to impair the ability of Sellers or Buyer to consummate the Closing in accordance with the terms hereof or to materially delay such consummation;

(d) Except as permitted by this Agreement, no Seller shall, directly or indirectly, sell or otherwise transfer or dispose, or offer, agree or commit (in writing or otherwise) to sell or otherwise transfer or dispose of any of the Purchased Assets, other than up to $500,000 in the aggregate in the Ordinary Course of Business;

(e) No Seller shall, directly or indirectly, permit, offer, agree or commit to permit, any of the Purchased Assets to become subject, directly or indirectly, to any Lien or Claim except for Permitted Liens;

(f) No Seller shall assume, reject or assign any (i) Contract that may become an Assumed Contract other than (A) through the assumption and assignment of the Assumed Contracts, as contemplated by this Agreement, to Buyer, and (B) through the rejection, if approved by the Bankruptcy Court, of the Contracts that are the subject of the

Omnibus Motion for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief filed at Docket Number 88, or (ii) Lease;

(g) No Seller shall enter into new Contracts or amend or modify Contracts, and no Seller shall amend, modify, extend, renew or terminate any Lease, nor enter into any new Lease;

(h) No Seller shall remove or permit to be removed from any building, facility, or real property any Purchased Asset or any Purchased Inventory (other than the sale of Purchased Inventory in the Ordinary Course of Business);

(i) No Seller shall return Purchased Inventory with an aggregate value of more than $5,000 to any single vendor unless defective;

(j) No Seller shall enter into any commitment with respect to remodeling, except as required by the terms of any Lease for Leased Real Property;

(k) Sellers shall make all post-petition payments related to Assumed Contracts that become or became due or payable pursuant to the terms thereof to the extent provided in the DIP Budget;

(l) Sellers shall comply in all material respects with all material Laws applicable to them or having jurisdiction over the Business or any Purchased Asset;

(m) No Seller shall, directly or indirectly, cancel, forgive or compromise any material debt or claim or waive or release any material right of any Seller, in each case that constitutes a Purchased Asset;

(n) Sellers shall maintain in full force and effect each Assumed Permit held by any Seller as of the date hereof or otherwise obtained by any Seller prior to the Closing, and shall comply in all material respects with the terms of each such Permit and no Seller shall permit any such Permit to terminate, expire or lapse other than in the Ordinary Course of Business;

(o) Sellers shall, in all material respects (i) conduct the Business in the Ordinary Course of Business, (ii) use commercially reasonable efforts to preserve the existing business organization and keep management of the Business intact, (iii) use commercially reasonable efforts to keep available the services of the Current Employees, to the extent reasonably feasible, and (iv) use commercially reasonable efforts to maintain the existing relations with customers, carriers, suppliers, creditors, business partners, Current Employees and others having business dealings with the Business, to the extent reasonably feasible;

(p) No Seller shall (i) dispose, sell, assign, transfer, license, agree not to assert, abandon or permit to lapse any material Intellectual Property owned by Sellers, (ii) disclose any trade secrets or other confidential information to any third party; and

(q) No Seller shall (i) make, change or revoke any Tax election, (ii) change an annual accounting period, (iii) adopt or change any accounting method with respect to Taxes, (iv) file any amended Tax Return, (v) enter into any closing agreement, (vi) settle or compromise any Tax claim or assessment, or (vii) consent to any extension or waiver of the limitation period applicable to any claim or assessment with respect to Taxes, in each case (i) through (vii), to the extent such action could be reasonably expected to increase the amount of Taxes attributable to the Purchased Assets or the Business in a Post-Closing Tax Period; furthermore, no Seller shall file any Tax election or take any other action which, in each case, could cause such Seller to change in entity Tax classification.

Nothing contained in this Agreement is intended to give Buyer or its Affiliates, directly or indirectly, the right to control or direct the business of Sellers prior to the Closing.

Section 5.4 Notice of Developments. From the date hereof until the Closing Date, each of the Sellers (with respect to itself), as the case may be, shall promptly disclose to Buyer, on the one hand, and Buyer shall promptly disclose to Sellers, on the other hand, in writing (in the form of an updated Disclosure Schedule, if applicable) after attaining knowledge (as applicable to each of Sellers and Buyer) of any real or alleged failure of any of Sellers or Buyer to comply with or satisfy any of their respective covenants, conditions or agreements to be complied with or satisfied by it under this Agreement in any material respect; provided, however, that the delivery of any notice pursuant to this Section 5.4 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement if such Party objects to the disclosures contained in such notice within five (5) days of receipt of such notice.

Section 5.5 Access. Upon reasonable advance written request by Buyer, Sellers shall permit Buyer and its Representatives to have reasonable access to, and make reasonable investigation of, during normal business hours, subject to the terms of Leases and in a manner so as not to interfere unreasonably with the normal business operations of Sellers, to all of the books and records, premises, properties, personnel, Records, Contracts, customers, businesses, assets, accountants, auditors, counsel and operations of the Sellers related to the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law. Sellers shall cause their respective officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate with Buyer and Buyer's Representatives in connection with such investigation and examination, and Buyer and its Representatives shall cooperate with Sellers and their respective Representatives and shall use their reasonable efforts to minimize any disruption to the Business. Without limiting the foregoing, Powin's management team shall be available for meetings with Buyer within two (2) Business Days of any request for such a meeting by Buyer.

Section 5.6 Press Releases and Public Announcements. After notice to and consultation with Buyer, Sellers shall be entitled to disclose, only to the extent required by applicable Law or by order of the Bankruptcy Court, this Agreement and all information provided by Buyer in connection herewith to the Bankruptcy Court, the United States Trustee, the Committee, parties in interest in the Chapter 11 Cases. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), no Party shall issue (prior to, on or after the Closing) any press release or make any public statement or public communication without the prior

written consent of the other Parties, which shall not be unreasonably withheld or delayed; provided, however, Sellers, without the prior consent of Buyer, may (i) make any such public announcement in connection with the Auction after having provided Buyer at least one (1) Business Day to review and comment on such release or announcement (which comments shall be reasonably considered by the Seller) and (ii) communicate with its and its Affiliates' investors and potential investors relating to the transactions contemplated by this Agreement.

Section 5.7 Bulk Transfer Laws. Buyer acknowledges that Sellers will not comply with the provisions of any bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement, and hereby waives all claims related to the non-compliance therewith. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Liens on the Purchased Assets (other than Permitted Liens), including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.8 Release of Claims. Notwithstanding anything contained herein to the contrary (including any restriction contained in Section 5.3) prior to the Closing, the Sellers shall deliver to Buyer and the DIP Secured Parties, a full, irrevocable and unconditional release of any and all claims, actions, refunds, causes of action, choses in action, actions, suits or proceedings, rights of recovery, rights of setoff, rights of recoupment, rights of indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against Buyer, the DIP Secured Parties and their respective current and former officers, directors, stockholders, employees, agents, representatives, attorneys, investors, parents, predecessors, Subsidiaries, successors, assigns, and Affiliates, each of the foregoing in their capacity as such (individually and collectively, the "Buyer Released Parties"), from all actions, causes of action, damages, claims, and demands whatsoever, in law or in equity, known or unknown, contingent or liquidated, whether direct claims or for indemnification or contribution, that the Sellers ever had, now has, or may have against the Buyer Released Parties in connection with any event, conduct or circumstance occurring prior to the Closing.

ARTICLE VI
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 Cooperation. Each of the Parties shall cooperate with each other and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Purchased Assets and Assumed Liabilities from Sellers to Buyer and to minimize the disruption to the Business resulting from the Contemplated Transactions.

Section 6.2 Further Assurances. In case at any time from and after the Closing any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's request and sole cost and expense, each Party shall take such further action (including the execution and delivery to any other Party of such other reasonable instruments of

sale, transfer, conveyance, assignment, assumption and confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to Buyer all of the Purchased Assets, to confirm Buyer's assumption of the Assumed Liabilities and to confirm Sellers' retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either Buyer or Sellers discovers any additional assets or properties which the Parties mutually agree should have been transferred or assigned to Buyer as Purchased Assets but were not so transferred or assigned, Buyer and Sellers shall cooperate and execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to Buyer.

Section 6.3 Availability of Business Records. From and after the Closing, Buyer shall promptly provide to Sellers and their respective Representatives (after reasonable notice and during normal business hours and without charge to Sellers) access to all Records included in the Purchased Assets for periods prior to the Closing to the extent such access is necessary in order for Sellers (as applicable) to comply with applicable Law or any contract to which it is a party, for liquidation, winding up, Tax reporting or other proper purposes and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest of (i) six (6) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Chapter 11 Cases or (iv) in the case of Records related to Taxes, the expiration of the statute of limitation applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. Buyer acknowledges that Sellers have the right to retain originals or copies of all of Records included in the Purchased Assets for periods prior to the Closing. Prior to destroying any Records included in the Purchased Assets for periods prior to the Closing, Buyer shall notify Sellers thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and Buyer shall permit Sellers to retain such Records, at Sellers' cost and expense. With respect to any Litigation and claims that are Excluded Liabilities, Buyer shall render all reasonable assistance that Sellers may request in defending or prosecuting such Litigation or claim and shall make available to Sellers such personnel as are most knowledgeable about the matter in question, all without charge.

Section 6.4 Employee Matters.

(a) Within twenty (20) Business Days prior to Closing, Sellers will update the Employee Roster. Prior to Closing, Buyer may offer employment to certain of the Current Employees to support the continuation of the Business, at its sole discretion (each, an "Offeree"), on such employment terms as Buyer may determine in its sole discretion.

(b) Following the date of this Agreement:

i. Sellers will allow Buyer or any of its Representatives reasonable access upon reasonable advance notice to meet with and interview the individuals listed on the Employee Roster during normal business hours;

ii. Sellers shall not, nor shall any Seller authorize or direct or give express permission to any Affiliate, officer, director or employee of any Seller or any Affiliate, to (A) interfere with Buyer's or its Representatives' rights under

Section 6.4(a) to make offers of employment to any Offeree, or (B) solicit or encourage any Offeree not to accept, or to reject, any such offer of employment;

iii. Sellers shall provide reasonable cooperation and information to Buyer or the relevant Representative as reasonably requested by Buyer or such Representative with respect to its determination of terms and conditions of employment for any Offeree; and

iv. Sellers shall process the payroll for and pay, or cause to be paid, the base wages, base salary and benefits that are due and payable on or prior to the Closing Date with respect to all employees of Sellers. Sellers shall withhold and remit all applicable payroll Taxes as required by Law on or prior to the Closing Date with respect to all employees of Sellers as of such date.

(c) Nothing in this Section 6.4 shall be construed as requiring, and neither Sellers nor any of their Affiliates shall take any affirmative action that would have the effect of requiring Buyer to continue any specific employee benefit plan or to continue the employment of any specific person. Nothing in this Agreement is intended to establish, create or amend, nor shall anything in this Agreement be construed as establishing, creating or amending, any employee benefit plan, practice or program of Buyer, any of its Affiliates or any of Sellers' employee benefit plans, nor shall anything in this Agreement create or be construed as creating any contract of employment or as conferring upon any Current Employee, Offeree or upon any other person, other than the Parties to this Agreement in accordance with its terms, any rights to enforce any provisions of this Agreement under ERISA or otherwise.

Section 6.5 Transfer Taxes. To the extent not exempt under section 1146 of the Bankruptcy Code, Buyer shall pay all Transfer Taxes. Sellers and Buyer shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.6 Property Taxes. Sellers shall be responsible for and shall promptly pay when due all Property Taxes levied with respect to the Purchased Assets attributable to the Pre-Closing Tax Period, in accordance with applicable Law. All Property Taxes levied with respect to the Purchased Assets for the Straddle Period shall be apportioned between Buyer and Sellers based on the number of days of such Straddle Period included in the Pre-Closing Tax Period and the number of days of such Straddle Period included in the Post-Closing Tax Period. Sellers shall be liable for the proportionate amount of such Property Taxes that is attributable to the Pre-Closing Tax Period, and Buyer shall be liable for the proportionate amount of such Property Taxes that is attributable to the Post-Closing Tax Period. Upon receipt of any bill for such Property Taxes, Buyer or Sellers, as applicable, shall present a statement to the other setting forth the amount of reimbursement to which each is entitled under this Section 6.6 together with such supporting evidence as is reasonably necessary to calculate the proration amount. The proration amount shall be paid by the party owing it to the other within ten (10) days after delivery of such statement. In the event that Buyer or Sellers makes any payment for which it is entitled to reimbursement under this Section 6.6, the applicable party shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of a statement setting forth the amount of reimbursement

to which the presenting party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of reimbursement.

Section 6.7 Insurance Policies. Other than as provided in Section 2.2(l) above, upon Closing, the Sellers shall cause the assignment of all rights of the Sellers in and to all insurance coverage provided in relation to Sellers and the Purchased Assets that is maintained by any Seller or its Affiliates (whether such policies are maintained with third party insurers or with such Seller or its Affiliates) to the Buyer as soon as reasonably practicable (and in no event within forty-five (45) days following the Closing).

Section 6.8 Collection of Accounts Receivable.

(a) As of the Closing Date, each Seller hereby (i) authorizes Buyer to open any and all mail addressed to any Seller relating to the Business or the Purchased Assets and delivered to the offices of the Business or otherwise to Buyer if received on or after the Closing Date and (ii) appoints Buyer or its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by Buyer after the Closing Date with respect to accounts receivable relating to work performed by Buyer after the Closing made payable or endorsed to any Seller or Sellers' order, for Buyer's own account.

(b) As of the Closing Date, each Seller agrees that any monies, checks or negotiable instruments received by any Seller after the Closing Date with respect to accounts receivable relating to work performed by Buyer after the Closing shall be held in trust by such Seller for Buyer's benefit and account, and promptly upon receipt by a Seller of any such payment (but in any event within five (5) Business Days of such receipt), such Seller shall pay over to Buyer or its designee the amount of such payments. In addition, Buyer agrees that, after the Closing, it shall hold and shall promptly transfer and deliver to Sellers, from time to time as and when received by Buyer or its Affiliates, any cash, checks with appropriate endorsements, or other property that Buyer or its Affiliates may receive on or after the Closing which properly belongs to Sellers hereunder, including any Excluded Assets.

(c) As of the Closing Date, Buyer shall have the sole authority to bill and collect accounts receivable relating to work performed by Buyer after the Closing.

Section 6.9 Fiduciary Obligations. Without limiting the rights of Buyer under this Agreement and rights to receive the Breakup Fee and Expense Reimbursement pursuant to Section 8.3, nothing in this Agreement will require Sellers or any of their respective managers to take any action, or to refrain from taking any action, to the extent any such manager determines, in good faith, upon the advice of counsel, that taking or failing to take such action is required in order for such manager to comply with its fiduciary obligations under applicable Law. Without limiting the rights of Buyer in this Agreement and rights to receive the Breakup Fee and Expense Reimbursement pursuant to Section 8.3, for the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy, including an Alternate Transaction, that, in the good faith and business judgment of the managers of any Seller, upon the advice of counsel, is required in order for such manager to comply with its fiduciary duties under applicable Law to maximize the value of their businesses and estates; provided that Sellers must use their reasonable

best efforts to respond promptly to information requests from Buyer relating to any Alternate Transaction.

Section 6.10 Covenant Not to Sue. Buyer hereby covenants and agrees that it is not acquiring rights to, and shall not have the right to bring suit or otherwise assert, or assign, any claims before any court, arbitrator, mediator or administrative agency anywhere in the world against Sellers' current or former officers, directors, managers or independent managers; provided, that Buyer retains all rights to enforce this Agreement. Buyer further covenants and agrees that it shall not assign the customer claims included in the IP and Customer Claims. With respect to officers, managers or directors who are hired by Buyer, such individuals shall be released by Sellers at Closing for pre-Closing actions.

ARTICLE VII
CONDITIONS TO CLOSING

Section 7.1 Conditions to Buyer's Obligations.

Subject to Section 7.3, Buyer's obligation to consummate the Contemplated Transactions in connection with the Closing is subject to satisfaction or written waiver of the following conditions (any or all of which may be waived in writing by the Sellers and the Buyer in whole or in part to the extent permitted by applicable Law):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty contained in Section 3.1, Section 3.2 or Section 3.3 shall be true and correct in all respects other than *de minimis* exceptions, and (ii) each other representation or warranty set forth in Article III shall be true and correct in all respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, has not had, and would not reasonably be expected to have, a Material Adverse Effect; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

(b) Sellers shall have performed and complied with their covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects, and Sellers shall have caused the documents and instruments required by Section 2.9(a) to be delivered to Buyer (or tendered subject only to Closing);

(c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(d) the amount of Cure Amounts paid with respect to the Assumed Contracts set forth on Schedule 2.3(a) as of the date of this Agreement does not, in the aggregate, exceed the Cure Amount Caps;

(e) Buyer shall have received all of the Consents from third parties (including any Governmental Entities) and Permits listed on Schedule 7.1 (as the same may be revised, amended or modified by the Buyer in its sole discretion up until the Auction);

(f) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order (unless such Final Order requirement is waived by the Buyer);

(g) no Event of Default (as defined in the DIP Order) shall have occurred and be continuing under the DIP Order;

(h) The DIP Order shall have been approved and shall not have been terminated; and

(i) Sellers shall have delivered a certificate from an authorized officer of Sellers to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) has been satisfied.

Section 7.2 Conditions to Sellers' Obligations. Subject to Section 7.3, Sellers' obligation to consummate the Contemplated Transactions in connection with the Closing are subject to satisfaction or written waiver of the following conditions (any or all of which may be waived in writing by the Sellers and the Buyer in whole or in part to the extent permitted by applicable Law):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty contained in Section 4.1, Section 4.2 or Section 4.3 shall be true and correct in all respects other than *de minimis* exceptions, and (ii) each other representation or warranty set forth in Article IV shall be true and correct in all material respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the consummation of the Contemplated Transactions or by any Related Agreement; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

(b) Buyer shall have performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects, and Buyer shall have caused the documents, instruments and payments required by Section 2.9(b) to be delivered to Sellers (or tendered subject only to Closing);

(c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(d) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order (unless such Final Order requirement is waived by the Buyer); and

(e) Buyer shall have delivered a certificate from an authorized officer of Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) has been satisfied.

Section 7.3 No Frustration of Closing Conditions. Neither Buyer nor Sellers may rely on the failure of any condition to its obligation to consummate the Contemplated Transactions set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's failure to use its commercially reasonable efforts with respect to those matters contemplated by the applicable Sections of this Agreement to satisfy the conditions to the consummation of the Contemplated Transactions or other breach of a representation, warranty or covenant hereunder.

Section 7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing.

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement. This Agreement may be terminated in accordance with this Article VIII and the Contemplated Transactions abandoned at any time prior to the Closing (each a "Termination Event"):

(a) by the mutual written consent of Buyer, on the one hand, and Sellers, on the other hand;

(b) by written notice of either Buyer or Sellers, if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, or upon the issuance by any Governmental Entity of an Decree restraining, enjoining, or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Decree having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Decree was caused by the breach or action or inaction of such Party;

(c) by written notice of either Buyer or Sellers, if the Closing shall not have occurred on or before the Outside Date;

(d) by written notice of either Buyer or Sellers, if any of the Chapter 11 Cases is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Sellers is appointed in the Chapter 11 Cases;

(e) by Buyer, if (i) the Sale Procedures Order shall not have been entered by the Bankruptcy Court on or before July 16, 2025, (ii) the Auction has not concluded by midnight August 1, 2025, (iii) the Sale Order shall not have been entered by the Bankruptcy Court on or before August 7, 2025, (iv) at any time after entry of the Sale Procedures Order,

such Sale Procedures Order (including, without limitation, the provisions therein relating to the bid protections) is reversed, stayed, vacated or otherwise modified by the Bankruptcy Court, or (v) at any time after entry of the Sale Order, such Sale Order is reversed, stayed, vacated or otherwise modified;

(f) by Buyer by giving written notice to Sellers at any time prior to Closing in the event Sellers have breached any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Sections 7.1(a) and 7.1(b) hereof, as the case may be, would not then be satisfied at the time of such breach, Buyer has notified Sellers of the breach, and the breach has continued without cure for the earlier of (i) ten (10) days following the proposed Closing Date so long as all other conditions of Buyer have been satisfied or (ii) for a period of thirty (30) days after the notice of the breach, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants hereof to be performed or complied with by it prior to the Closing, and such condition is not waived by Buyer;

(g) by Sellers by giving written notice to Buyer at any time prior to Closing in the event Buyer has breached any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Sections 7.2(a) and 7.2(b) hereof, as the case may be, would not then be satisfied at the time of such breach, Sellers have notified Buyer of the breach, and the breach has continued without cure for the earlier of (i) ten (10) days following the proposed Closing Date so long as all other conditions of Buyer have been satisfied or (ii) for a period of thirty (30) days after the notice of the breach, unless such failure shall be due to the failure of Sellers to perform or comply with any of the covenants hereof to be performed or complied with by them prior to the Closing, and such condition is not waived by Sellers;

(h) by written notice from Sellers to Buyer, if all of the conditions set forth in Section 7.1 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Buyer fails to complete the Closing at the time required by Section 2.8;

(i) by Buyer if (i) any Seller withdraws the Sale Motion, (ii) any Seller moves to voluntarily dismiss the Chapter 11 Cases, (iii) any Seller moves for conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iv) any Seller moves for appointment of an examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code or a trustee in the Chapter 11 Cases, (v) Buyer is not selected as the Successful Bidder or Back-Up Bidder at the conclusion of the Auction, (vi) Buyer has been selected as Back-Up Bidder and the Back-Up Termination Date has occurred, or (vii) there is in effect a Final Order of a Governmental Authority of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the transactions;

(j) by written notice from Buyer to the Sellers upon the occurrence of any Default or Event of Default (as defined in the DIP Order or any DIP Loan Documents);

(k) by Buyer if any secured creditor of any Seller obtains relief from the stay to foreclose on a material portion of the Purchased Assets;

(l) by Buyer if any Affiliates of the Sellers that, directly or indirectly through one or more intermediaries, controls Sellers, files for relief pursuant to the Bankruptcy Code;

(m) by Buyer if Sellers enter into a definitive agreement with respect to an Alternate Transaction; or

(n) automatically and without any action or notice by Sellers to Buyer, or Buyer to Sellers, immediately upon:

i. approval by the Bankruptcy Court of Alternate Transaction, unless Buyer is a Back-Up Bidder under the Sale Procedures Order with respect to such Alternate Transaction; or

ii. the consummation of an Alternate Transaction.

Notwithstanding anything to the contrary contained herein, (i) in no event may Buyer terminate this Agreement under Section 8.1(f) on account of Buyer's failure to satisfy the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to any proposed Assumed Contract, and (ii) a Party shall not be permitted to terminate this Agreement pursuant to this Article VIII if the applicable Termination Event was caused by the breach of such Party or such Party's gross negligence, willful misconduct, or bad faith.

Section 8.2 Procedure upon Termination. In the event of termination and abandonment by Buyer, on the one hand, or Sellers, on the other hand, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement shall terminate and the Contemplated Transactions shall be abandoned, without further action by Buyer or Sellers.

Section 8.3 Breakup Fee and Expense Reimbursement.

(a) In consideration of Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets to be included in the Purchased Assets, and to compensate Buyer as a stalking horse bidder, (i) if this Agreement is terminated by Buyer pursuant to Section 8.1(f), 8.1(i) or 8.1(m), (ii) if this Agreement is terminated by Buyer or Sellers pursuant to Section 8.1(c) at a time when Buyer would have been permitted to terminate pursuant to Section 8.1(f), 8.1(i) or 8.1(m); (iii) if this Agreement is terminated pursuant to Section 8.1(n); (iv) upon consummation of an Alternate Transaction, or (v) if, at any time, the Bankruptcy Court issues an order approving the termination of this Agreement by Sellers in order to allow the respective boards of directors of Sellers to fulfill their respective fiduciary duties under applicable Law, then, in each case of the foregoing clauses (i) – (v), Sellers shall immediately pay to Buyer the Breakup Fee and the Expense Reimbursement.

(b) Sellers' obligation to pay the Breakup Fee and Expense Reimbursement pursuant to this Section 8.3 shall survive termination of this Agreement and shall constitute superpriority administrative expense Claims against each of the Sellers under section 503(b) of the Bankruptcy Code.

(c) The Sellers acknowledge and agree that (i) the payment of the Breakup Fee and Expense Reimbursement is an integral part of the transactions contemplated by this Agreement, (ii) in the absence of the Sellers' obligations to make this payment, the Buyer would not have entered into this Agreement, (iii) time is of the essence with respect to the payment of the Breakup Fee and Expense Reimbursement and (iv) the Breakup Fee and Expense Reimbursement shall constitute part of the DIP Indebtedness and shall be secured by the DIP Lien (as defined in the DIP Order) on the Collateral (as defined in the DIP Order) and be entitled to the other DIP Protections (as defined in the DIP Order). If the Sellers fail to take any action necessary to cause the delivery of the Breakup Fee and Expense Reimbursement under circumstances where the Buyer is entitled to the Breakup Fee and Expense Reimbursement and, in order to obtain such Breakup Fee or Expense Reimbursement the Buyer commences a suit which results in a judgment in favor of the Buyer, the Sellers shall pay to the Buyer, in addition to the Breakup Fee and Expense Reimbursement, an amount in cash equal to the costs and expenses (including reasonable attorney's fees) incurred by the Buyer in connection with such suit.

(d) The Parties further acknowledge that the damages resulting from termination of this Agreement under circumstances where Buyer is entitled to the Breakup Fee are uncertain and incapable of accurate calculation and that the delivery of the Breakup Fee to the Buyer is not a penalty but rather shall constitute liquidated damages in a reasonable amount that will compensate the Buyer in the circumstances where the Buyer is entitled to the Breakup Fee for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Contemplated Transactions, and that, without these agreements, the Buyer would not enter into this Agreement.

Section 8.4 Effect of Termination. In the event that this Agreement is validly terminated pursuant to a right of termination as provided herein, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination shall be without Liability to Buyer or the Sellers; provided, however, that Section 8.1, Section 8.2, Section 8.3 this Section 8.4, Article IX and the Sale Procedures Order (if entered), and in each case the rights and obligations of each of the Parties thereunder, shall survive any such termination and shall be enforceable hereunder. In no event shall any termination of this Agreement relieve any Party hereto of any Liability for any breach of this Agreement by such Party.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Remedies. The Parties recognize that if a Party breaches or refuses to perform any of their covenants set forth in this Agreement, monetary damages alone would not be adequate to compensate the non-breaching Party for their injuries. The non-breaching Party shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of, or to enjoin the violation of, the terms of such covenants. If any Litigation is brought by the non-breaching Party to enforce such covenants, the breaching Party shall waive the defense that there is an adequate remedy at Law. The Parties agree to waive any requirement for the security or posting of any bond in connection with any Litigation seeking specific performance

of, or to enjoin the violation of, such covenants. The Parties agree that the only permitted objection that they may raise in response to any action for specific performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.

Section 9.2 Expenses. Except as otherwise provided in this Agreement, the DIP Order, the DIP Loan Agreements or a Related Agreement, the Sellers and Buyer shall bear their own expenses, including attorneys' fees, incurred in connection with the negotiation and execution of this Agreement, the Related Agreements and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions.

Section 9.3 Entire Agreement. This Agreement (including the schedules and exhibits hereto and other documents specifically referred to herein) and the Related Agreements constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof.

Section 9.4 Incorporation of Schedules, Exhibits and Disclosure Schedule. The schedules, appendices and exhibits to this Agreement, the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.5 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party except as expressly provided herein. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. None of the Parties may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of all Parties; provided, however, that Buyer shall be permitted to assign any of its rights hereunder to one or more of its Affiliates, as designated by Buyer in writing to Sellers; provided, however, Buyer shall remain liable for all of its obligations under this Agreement after any such assignment; provided, further, that Sellers shall be permitted to assign any of their rights hereunder pursuant to a confirmed chapter 11 plan or pursuant to an order of the Bankruptcy Court.

Section 9.7 **Notices**. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (iii) when sent by email (with written confirmation of transmission); or (iv) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to any Sellers, then to:

Brian Kane
Chief Executive Officer
20550 SW 115th Ave.
Tualatin, OR 97062
Email: brian.kane@powin.com

with a copy to:

Van C. Durrer, II
Tania M. Moyron
Dentons US LLP
601 S. Figueroa Street
Suite 2500
Los Angeles, CA 90017-5704
Email: van.durrer@dentons.com
tania.moyron@dentons.com

If to Buyer, then to:

FlexGen Power Systems, LLC
280 S. Mangum Street, Suite 150
Durham, NC 27701
Attention: Kelcy Pegler, Chief Executive Officer
Aruna Chandra, EVP and General Counsel
Email: kpegler@flexgen.com
achandra@flexgen.com

with copies (which shall not constitute notice) to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Joe Alexander; Jen Smith
Email: joe.alexander@lw.com
jen.smith@lw.com

Any Party may change the mailing address or email address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.7.

Section 9.8 Governing Law; Jurisdiction. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Agreement shall be brought exclusively in the Bankruptcy Court and each of the Parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, Delaware, and the federal courts of the United States of America sitting in New Castle County, Delaware, shall have exclusive jurisdiction over such Litigation.

Section 9.9 Consent to Service of Process. Each of the Parties hereby consents to process being served by any Party, respectively, in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.7.

Section 9.10 WAIVERS OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS OR THEREBY.

Section 9.11 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any Party. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the Parties shall negotiate in good faith to find a suitable and equitable provision that shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.12 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 9.13 No Survival of Representations, Warranties and Agreements. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for six (6) years following the Closing Date, and nothing in this Section 9.13 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Buyer and Sellers acknowledge and agree, on their own behalf and, with respect to Buyer that the agreements contained in this Section 9.13 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for six (6) years; and (b) are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 9.13, none of the Parties would enter into this Agreement.

Section 9.14 Non-Recourse. This Agreement may only be enforced against, and any Litigation based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as Parties to this Agreement. Except to the extent named as a Party to this Agreement, and then only to the extent of the specific obligations of such Parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or representative of any Party to this Agreement will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the Parties to this Agreement or for any Litigation based upon, arising out of or related to this Agreement.

Section 9.15 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto" and "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Exhibits, Appendices and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Appendices, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "$" means United States dollars.

Section 9.16 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to Sellers or the Chapter 11 Cases, the provisions of rule 9006(a) of the Federal Rules of Bankruptcy Procedure shall apply.

Section 9.17 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.18 Disclosure Schedule. The Disclosure Schedule has been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; however, each section of the Disclosure Schedule will be deemed to incorporate by reference all information disclosed in any other section of the Schedules, and any disclosure in the Disclosure Schedule will be deemed a disclosure against any representation or warranty set forth in this Agreement if the purpose for disclosure in such other section of the Schedules or again any other representation or warranty is reasonably apparent on its face. Capitalized terms used in the Disclosure Schedule and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Disclosure Schedule or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business or consistent with past practice, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Disclosure Schedule or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Disclosure Schedule or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business. In addition, matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Disclosure Schedule will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Disclosure Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan or arrangement which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Disclosure Schedule and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of contract.

Section 9.19 No Waiver or Release. Notwithstanding anything herein to the contrary, all terms, conditions, covenants, representations and warranties contained in the DIP Order and the DIP Loan Documents, and all rights, powers and remedies of the DIP Secured Parties and all of the obligations of the Sellers thereunder are reserved and are not amended, modified, limited or otherwise affected by the terms and conditions of this Agreement.

Section 9.20 **Headings; Table of Contents**. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.21 **Counterparts; Facsimile and Email Signatures**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.22 **Time of Essence**. Time is of the essence of this Agreement.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE TO
ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SELLERS:

POWIN, LLC
PEOS HOLDINGS, LLC
POWIN CHINA HOLDINGS 1, LLC
POWIN CHINA HOLDINGS 2, LLC
CHARGER HOLDINGS, LLC
POWIN ENERGY ONTARIO STORAGE, LLC
POWIN ENERGY OPERATING, LLC
POWIN ENERGY OPERATING HOLDINGS, LLC
POWIN PROJECT LLC

By_____
Name: Gerard Uzzi
Title: Chief Restructuring Officer

BUYER:

FLEXGEN POWER SYSTEMS, LLC

By_____
Name:
Title:

EXHIBIT A

Form of Bill of Sale

BILL OF SALE

This Bill of Sale, dated as of [_____], 2025 (this "Bill of Sale"), is made and entered into by and among Powin, LLC, a Delaware limited liability company ("Powin"), and Powin's direct and indirect subsidiaries that are signatories below (together with Powin, "Sellers" or the "Debtors"), and FlexGen Power Systems, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, "Buyer"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of July 6, 2025 (the "Asset Purchase Agreement"), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens); and

WHEREAS, Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers' right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens).

2. From time to time after the Closing Date, each Seller shall, upon the reasonable request of Buyer, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as Buyer may reasonably request in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Bill of Sale.

3. This Bill of Sale is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Bill of Sale may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Bill of Sale is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Bill of Sale shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Bill of Sale or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

POWIN, LLC
PEOS HOLDINGS, LLC
POWIN CHINA HOLDINGS 1, LLC
POWIN CHINA HOLDINGS 2, LLC
CHARGER HOLDINGS, LLC
POWIN ENERGY ONTARIO STORAGE, LLC
POWIN ENERGY OPERATING, LLC
POWIN ENERGY OPERATING HOLDINGS, LLC
POWIN PROJECT LLC

By_____
Name: Gerard Uzzi
Title: Chief Restructuring Officer

BUYER:

FLEXGEN POWER SYSTEMS, LLC

By_____
Name:
Title:

EXHIBIT B

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of [_____], 2025 (this "Agreement"), is made and entered into by and among Powin, LLC, a Delaware limited liability company ("Powin"), and Powin's direct and indirect subsidiaries that are signatories below (together with Powin, "Sellers" or the "Debtors"), and FlexGen Power Systems, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, "Buyer"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of July 6, 2025 (the "Asset Purchase Agreement"), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, the Assumed Contracts, free and clear of all Liens (other than Permitted Liens); and

WHEREAS, pursuant to Section 2.3 of the Asset Purchase Agreement, Buyer has agreed to assume, effective as of the Closing, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sellers hereby assign and delegate the Assumed Contracts and the Assumed Liabilities to Buyer and Buyer hereby accepts assignment and delegation of and assumes the Assumed Contracts and the Assumed Liabilities as set forth in the Asset Purchase Agreement. Buyer assumes none of the Excluded Liabilities and the parties agree that all such Excluded Liabilities remain the responsibility of Sellers.

2. From time to time after the Closing Date, each Seller shall, upon the reasonable request of Buyer, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as Buyer may reasonably request in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Agreement.

3. This Agreement is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Agreement, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

POWIN, LLC
PEOS HOLDINGS, LLC
POWIN CHINA HOLDINGS 1, LLC
POWIN CHINA HOLDINGS 2, LLC
CHARGER HOLDINGS, LLC
POWIN ENERGY ONTARIO STORAGE, LLC
POWIN ENERGY OPERATING, LLC
POWIN ENERGY OPERATING HOLDINGS, LLC
POWIN PROJECT LLC

By_____
Name: Gerard Uzzi
Title: Chief Restructuring Officer

BUYER:

FLEXGEN POWER SYSTEMS, LLC

By_____
Name:
Title:

POWIN STALKING HORSE APA

SCHEDULES

[*See attached*]

Schedule 1

EXCLUDED CLAIMS

1. Powin LLC's claims against Customs and Border Protection (the "CBP") regarding CBP's HTS Code classification and country-of-origin ruling.

2. The Sellers' claims against current defendants (as of the date of this Agreement) relating to *Powin Energy Corporation v. United States* (Case No. 23-00092), pending in the Court of International Trade.

3. The Sellers' claims against current defendants (as of the date of this Agreement) relating to *Powin LLC v. United States* (Case No. 23-00092), pending in the Court of International Trade.

Schedule 1.1(a)

INDIVIDUALS CONSTITUTING SELLER'S KNOWLEDGE

Brian Kane

Adam Cordovva

Chad Paulson

Kirk Fleischhauer

Mahesh Sathe

Vytha Vadlamani

Kevin Paprzycki

Arielle Pacheco

Janice Mahn

Chris Baker

Mike Engle

Beth Hale

Freddy Banks

Lisa Veber

Gerard Uzzi

Schedule 1.1(b)

SPECIFIED CUSTOMER CLAIM

Causes of action and claims arising under chapter 5 of the Bankruptcy Code against DTE Electric Company ("DTE") related to DTE's project in Trenton, Michigan.

Schedule 2.1(a)

PURCHASED INVENTORY

Included Warehouses & 3PLs	Classification	Cure Cost ($'000s)	Lien(s)
Hub @ 202 Ownco (Mesa), Incl Fixed Assets	Powin Warehouse	$ 62	Keyframe and FlexGen loans
Lu Pacific Properties, LLC (Tualatin), Incl Fixed Assets	Powin Warehouse	$ 47	Keyframe and FlexGen loans
RH	3PL	$ 2,998	Keyframe and FlexGen loans
8 Loop	3PL	$ 385	Keyframe and FlexGen loans
Trivergix	3PL	$ 216	Keyframe and FlexGen loans
OneSource	3PL	$ 80	Keyframe and FlexGen loans
Welldex	3PL	$ 469	Keyframe and FlexGen loans
SourceOne	3PL	$ 46	Keyframe and FlexGen loans
ATS	3PL	$ 3	Keyframe and FlexGen loans
American Lamprecht	3PL	Nominal if any	Keyframe and FlexGen loans
Prolift	3PL	$ 26	Keyframe and FlexGen loans
Expeditors	3PL	$ 2	Keyframe and FlexGen loans

To the extent that there is more than one of any of the items specified below at the relevant location, all such items are included as Purchased Inventory.

Tualatin, OR WHSE Inventory

Item	Category
E-B-00708	Breakers
E-B-00753	Cables
E-B-00752	Cables
E-B-00751	Cables
E-B-00754	Cables
M00101-00002-004	Electronics
M00101-00002-005	Electronics
M00102-00002-001	Electronics
M00101-00002-012	EMS Component
E-B-00715	EMS Component
E-B-00716	EMS Component
M00104-02000-007	EMS Component

ML510G-50	EMS Component
M00103-00007-000	EMS Component
E-B-00720	EMS Component
M-B-00219	EMS Component
E-B-00741	EMS Component
E21703-00015-002	EMS Component
E-B-00744	EMS Component
E-B-00739	EMS Component
E-B-00706	EMS Component
E-B-00742	EMS Component
M30112-04008-014	EMS Component
E-B-00745	EMS Component
E-B-00740	EMS Component
E-B-00714	EMS Component
ST201M-C16	EMS Component
M00101-00002-013	EMS Component
E-B-00724	EMS Component
E-B-00712	EMS Component
E-B-00711	EMS Component
M70107-00011-046	EMS Component
E-B-00743	EMS Component
E-B-00746	EMS Component
E-B-00710	EMS Component
E-B-00709	EMS Component
E21703-00012-001	Enclosure Integration
E-B-00412	Misc Items
E-B-00422	Misc Items
E-B-00415	Misc Items
E-B-00418	Misc Items
E-B-00421	Misc Items
M-B-00220	Misc Items
M-B-00221	Misc Items
E-B-00717	Misc Items
E-B-00755	Misc Items

E-B-00756	Misc Items
E-B-00722	PCS Add On
E-B-00721	PCS Add On
E-B-00269	PCS Add On
M00101-00002-017	Switch
M00103-00005-000	UPS
M00103-00008-000	UPS
M00103-00006-000	UPS

Mesa, AZ WHSE Inventory

Item	Category
A10800-10005-000	AC Panel
A10800-11005-000	AC Panel
A10800-06005-000	AC Panel
A10800-04005-000	AC Panel
LAP36250MB	AC Panel Spare
QOB3125VH	AC Panel Spare
M00111-00004-005	AC Panel Spare
M00111-00003-006	AC Panel Spare
M00111-00004-004	AC Panel Spare
QOB230VH	AC Panel Spare
QO140VH	AC Panel Spare
QOB3150VH	AC Panel Spare
M00111-00004-007	AC Panel Spare
LAP36200MB	AC Panel Spare
QO230VH	AC Panel Spare
MHKE20	AC Panel Spare
LAP36300MB	AC Panel Spare
P10800-01083-006	AC Panel Spare
QOB390VH	AC Panel Spare
M00111-00004-006	AC Panel Spare
QO130VH	AC Panel Spare
QO115VH	AC Panel Spare
M00111-00001-002	AC Panel Spare

M00111-00002-002	AC Panel Spare
QO120VH	AC Panel Spare
MH44KE	AC Panel Spare
QOC342MQS	AC Panel Spare
M30102-65401-006	Battery Packs
P10900-07000-420	Battery Packs
M30102-20420-017	Breakers
M30102-20420-015	Breakers
M30102-20420-020	Breakers
M30102-20420-009	Breakers
M30102-20420-002	Breakers
M70112-00000-303	Breakers
M30102-20420-010	Breakers
M30102-20420-021	Breakers
M70112-00000-306	Breakers
M30102-20420-016	Breakers
M30102-20420-018	Breakers
M70112-00000-304	Breakers
M30102-20420-032	Breakers
M30102-20420-109	Breakers
M30102-20420-033	Breakers
M30102-20420-030	Breakers
M30102-20420-013	Breakers
M30102-20420-019	Breakers
M30102-20420-031	Breakers
M30102-20420-022	Breakers
M70112-00000-305	Breakers
M30102-20420-012	Breakers
M30102-20420-113	Breakers
M30103-00017-005	Breakers
M30102-20420-058	Breakers
A-M-00541	Busbars
M-M-00750	Busbars
M30104-12007-028_DO NOT USE, NOT A FG	Busbars

M30104-12007-027_DO NOT USE, NOT A FG	Busbars
P10900-07000-336	Busbars
P10900-07000-337	Busbars
P10900-02000-102 V2.0	Busbars
P10900-07000-217	Busbars
P10900-07000-106	Busbars
P10900-07000-223	Busbars
P10900-03001-118	Busbars
P10900-07000-214	Busbars
P10900-04000-209	Busbars
E21706-00031-003-52	Busbars
P10900-07009-138	Busbars
P10900-03001-201 V2.0	Busbars
A11501-01001-602 V2.1	Busbars
P10900-07011-015	Busbars
P10900-07011-017	Busbars
P10900-07000-405	Busbars
M30104-12007-027	Busbars
M30104-12007-028	Busbars
P10900-07000-416	Busbars
M20103-02005-008	Cables
M70112-00000-259	Cables
M30104-12007-029_DO NOT USE, NOT A FG	Cables
E31703-00003-009	Cables
E-B-00051	Cables
E21703-00017-303	Cables
E-B-00050	Cables
E-B-00799	Cables
M30104-12007-029	Cables
E-B-00800	Cables
E-M-00155	Cables
E-B-00052	Cables
E-M-00156	Cables
E21703-00124-000	Cables

A11501-01005-013	Cables
E21703-00138-000	Cables
A10400-00007-005	Cables
OMNICABLE - A51003-BWG (same as M20103-01020-007)	Cables
A10400-00007-004	Cables
E-B-00049	Cables
A10400-00006-003	Cables
A10400-00007-003	Cables
E21703-00140-000	Cables
A10400-00007-001	Cables
A10400-00007-002	Cables
A10400-00006-002	Cables
E-B-00802	Cables
E21703-00123-000	Cables
A10400-00007-008	Cables
A10400-00006-005	Cables
E21703-00139-000	Cables
E21704-00012-015	Cables
E21703-00130-620	Cables
E21703-00030-169	Cables
A10400-00006-001	Cables
A10400-00007-012	Cables
A10400-00007-011	Cables
A10400-00007-010	Cables
E21703-00125-000	Cables
A10400-00007-009	Cables
E21703-00031-185	Cables
A10400-00007-007	Cables
A10400-00007-006	Cables
E21703-00017-304	Cables
E21704-00005-010	Cables
GRAINGER 1W312	Cables
E21703-00130-621	Cables
A10400-00006-004	Cables

E21703-00010-215	Cables
E21704-00005-006	Cables
E21703-00030-952	Cables
E21703-00000-041	Cables
E-B-00430	Cables
E-B-00777	Cables
E21703-00010-221	Cables
E21703-00010-097	Cables
E21703-00000-137	Cables
E-B-00753	Cables
E21703-00000-136	Cables
E-B-00752	Cables
E-B-00434	Cables
E21703-00000-127	Cables
E21703-00000-128	Cables
E21703-00035-024	Cables
P10904-01000-050	Cables
E21703-00010-213	Cables
E21703-00010-002	Cables
E-B-00433	Cables
E-B-00751	Cables
E21703-00010-082	Cables
E21703-00030-167	Cables
E21703-00010-212	Cables
E21703-00010-001	Cables
E21701-05000-013	Cables
E21704-00014-017	Cables
E21703-00030-164	Cables
E21703-00010-059	Cables
E21703-00010-065	Cables
E21704-00014-009	Cables
E-B-00754	Cables
M00101-00002-026	Cables
E21703-00010-048	Cables

E21703-00010-036	Cables
E21703-00010-217	Cables
E21703-00010-039	Cables
E21703-00000-135	Cables
E21703-00000-102	Cables
E21703-00010-003	Cables
E21703-00010-004	Cables
E21703-00010-007	Cables
E21703-00010-084	Cables
E21703-00010-006	Cables
E21703-00010-022	Cables
E21703-00010-014	Cables
E21703-00010-019	Cables
E21703-00010-018	Cables
E21703-00010-017	Cables
E21703-00010-005	Cables
E21703-00010-078	Cables
E21703-00010-086	Cables
E21703-00010-027	Cables
E21703-00010-015	Cables
E21703-00010-025	Cables
E21703-00010-040	Cables
E21703-00010-043	Cables
E21703-00010-052	Cables
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E21703-00010-045	Cables
E21703-00010-044	Cables
E21703-00132-581	Cables
E21703-00010-064	Cables
E21703-00000-013	Cables
E21703-00010-062	Cables
E21703-00000-010	Cables
E21703-00000-039	Cables
E21703-00010-020	Cables

E21703-00031-075	Cables
E21703-00000-093	Cables
E21703-00000-062	Cables
E21703-00000-094	Cables
E21703-00000-046	Cables
E21703-00010-216	Cables
E21703-00000-095	Cables
E21703-00000-216	Cables
E21703-00132-580	Cables
E21703-00000-054	Cables
E21703-00000-217	Cables
E21703-00000-218	Cables
E21703-00000-057	Cables
E21703-00000-089	Cables
E21703-00010-219	Cables
E21703-00000-007	Cables
E21703-00000-004	Cables
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E21703-00000-015	Cables
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E21703-00000-011	Cables
E21703-00000-059	Cables
E21703-00000-047	Cables
E21703-00000-060	Cables
E21703-00000-048	Cables
E21703-00000-003	Cables

E21703-00000-005	Cables
E21703-00000-050	Cables
E21703-00000-214	Cables
E21703-00000-213	Cables
E21703-00000-210	Cables
E21703-00000-037	Cables
E21703-00000-020	Cables
E21703-00000-036	Cables
E21703-00000-022	Cables
E21703-00000-209	Cables
E21703-00000-002	Cables
E21703-00000-009	Cables
E21703-00000-001	Cables
E21703-00000-006	Cables
E21703-00034-022	Cables
E21703-00034-028	Cables
E21703-00034-038	Cables
E21703-00034-045	Cables
E21703-00034-034	Cables
E21703-00034-040	Cables
M30108-01106-047	Collection Segment Component
M30101-00006-002	Collection Segment Component
M70107-00011-159_DO NOT USE, NOT A FG	Collection Segment Component
M30108-01106-046	Collection Segment Component
M30103-00018-016_DO NOT USE, NOT A FG	Collection Segment Component
M30103-00018-016	Collection Segment Component
M30108-01106-049	Collection Segment Component
M30112-04008-006_DO NOT USE, NOT A FG	Collection Segment Component
M30108-01106-044	Collection Segment Component
A-M-00387	Collection Segment Component
M30108-01106-037	Collection Segment Component
M30101-00006-003	Collection Segment Component
M30108-01205-011	Collection Segment Component
M30112-04008-006	Collection Segment Component

M30121-01001-002	Collection Segment Component
M30108-01205-012	Collection Segment Component
M00104-02000-004	Collection Segment Component
M60102-40505-012	Collection Segment Component
P10900-07001-032	Collection Segment Component
M30107-00002-000	Collection Segment Component
M70106-00013-020_DO NOT USE, NOT A FG	Collection Segment Component
M30107-00008-003	Collection Segment Component
M30108-01205-010	Collection Segment Component
M70106-00013-019_DO NOT USE, NOT A FG	Collection Segment Component
M30108-01106-026	Collection Segment Component
M00108-00002-026	Collection Segment Component
M70107-00011-159	Collection Segment Component
M30104-12007-033	Collection Segment Component
A10400-00005-846	Collection Segment Component
M00108-00002-029	Collection Segment Component
M30108-01206-000	Collection Segment Component
Socomec, 14001050	Collection Segment Component
E60100-00001-010	Collection Segment Component
M00108-00002-030	Collection Segment Component
M70104-00010-127	Collection Segment Component
M00108-00002-031	Collection Segment Component
M60102-30310-030	Collection Segment Component
E21706-40000-002	Collection Segment Component
E21706-40000-003	Collection Segment Component
M30116-13215-034_DO NOT USE, NOT A FG	Collection Segment Component
M60102-30504-020	Collection Segment Component
P10900-07001-512	Dampers
P10900-07001-282	Dampers
P10900-07001-283	Dampers
M30102-65501-017	DC Cabinet Component
M30108-01106-041	DC Cabinet Component
M30108-01106-043	DC Cabinet Component
M30102-65501-025	DC Cabinet Component

M30102-65501-001	DC Cabinet Component
M30108-01106-036	DC Cabinet Component
M30102-65501-004	DC Cabinet Component
M30108-01106-034	DC Cabinet Component
M30102-65501-013	DC Cabinet Component
26PV8120	DC Cabinet Component
M30108-01106-040	DC Cabinet Component
M30108-01106-048	DC Cabinet Component
P10907-01000-022	DC Cabinet Component
M30108-01106-039	DC Cabinet Component
EUU-1-500007479	DC Cabinet Component
26PV3051	DC Cabinet Component
M30108-01106-024	DC Cabinet Component
M30102-65501-018	DC Cabinet Component
FAN-1-225230000	DC Cabinet Component
M30108-01106-030	DC Cabinet Component
M30108-01106-052	DC Cabinet Component
M30108-01106-023	DC Cabinet Component
FUS-1-125001500	DC Cabinet Component
M30102-65501-016	DC Cabinet Component
M30108-01106-035	DC Cabinet Component
M30102-65501-003	DC Cabinet Component
M30102-65501-023	DC Cabinet Component
M30108-01106-045	DC Cabinet Component
PLC-1-402019607	DC Cabinet Component
M30108-01106-032	DC Cabinet Component
M30108-01106-033	DC Cabinet Component
87P02040	DC Cabinet Component
EUU-1-500007622	DC Cabinet Component
M30102-65501-024	DC Cabinet Component
EUU-1-500007601	DC Cabinet Component
M30102-65501-019	DC Cabinet Component
EUU-1-500007630	DC Cabinet Component
EUU-1-500007609	DC Cabinet Component

EUU-1-500007618	DC Cabinet Component
M30108-01106-029	DC Cabinet Component
EUU-1-500008020	DC Cabinet Component
M30102-06340-000	DC Cabinet Component
M70101-01016-000	DC Cabinet Component
14232111	DC Cabinet Component
EUU-1-500007593	DC Cabinet Component
M70101-02004-000	DC Cabinet Component
EUU-1-500007934	DC Cabinet Component
M30102-65501-020	DC Cabinet Component
KIT-7-C15061030	DC Cabinet Component
14001032	DC Cabinet Component
M30102-65501-029	DC Cabinet Component
VSA-1-000600110	DC Cabinet Component
M30102-65501-006	DC Cabinet Component
M30102-65501-026	DC Cabinet Component
14AD2111	DC Cabinet Component
EUU-1-500004766	DC Cabinet Component
M30102-65501-027	DC Cabinet Component
M30102-65501-021	DC Cabinet Component
FUS-1-001500000	DC Cabinet Component
ISO-MBI-30M6	DC Cabinet Component
ISO-MBI-25M6	DC Cabinet Component
ISO-MBI-50M10	DC Cabinet Component
542070	DC Cabinet Component
FUS-1-000100002	DC Cabinet Component
548590	DC Cabinet Component
SM-7120AX52	DC Cabinet Component
M30102-65501-030	DC Cabinet Component
A10200-04010-049	Electrical Assy.
A10200-04010-031	Electrical Assy.
A10200-04010-043	Electrical Assy.
E-M-00077	Electrical Assy.
M00102-00002-001	Electronics

M00101-00002-004	Electronics
M30106-00008-017_DO NOT USE, NOT A FG	Electronics
E-B-00053	Electronics
M30106-00008-017	Electronics
M00102-00002-002	Electronics
M00101-00002-011	Electronics
E-B-00807	Electronics
M30107-00005-002	Electronics
M00101-00002-005	Electronics
M00106-02003-004	Electronics
E31703-00003-001	Electronics
M30106-00008-010	Electronics
M70112-00000-266	Electronics
E-B-00075	Electronics
E21703-00004-358	Electronics
M30103-00018-020	Electronics
E21703-00004-356	Electronics
M30112-04008-010	Electronics
Phoenix Contact 2903703	Electronics
M30104-08002-005	Electronics
E21703-00030-241	Electronics
M30112-04008-012	Electronics
M30108-01205-003	Electronics
E21703-00004-357	Electronics
M30112-04008-007	Electronics
M30115-04021-002_DO NOT USE, NOT A FG	Electronics
M30116-40010-001	Electronics
M30106-00008-009	Electronics
E21703-00030-453	Electronics
E21703-00030-455	Electronics
Phoenix Contact 2903306	Electronics
Phoenix Contact 2900961	Electronics
E21703-00030-242	Electronics
M30106-00008-021	Electronics

M00106-02003-006	Electronics
E-B-00380	Electronics
Phoenix Contact 2900960	Electronics
M30112-04008-016	Electronics
M30104-12007-023	Electronics
M30104-12007-024	Electronics
M30112-04008-005	Electronics
M00110-00001-002	Electronics
M00110-00001-003	Electronics
M70112-00001-003	Electronics
M30104-12007-021	Electronics
M30103-00018-007	Electronics
M50116-01116-000_DO NOT USE, NOT A FG	Electronics
E21703-00030-578	Electronics
E21703-00030-577	Electronics
M30103-00014-020	Electronics
M30112-04008-003	Electronics
M30120-01001-004	Electronics
M30106-00009-003	Electronics
M30112-04008-018	Electronics
M30103-00014-002	Electronics
M30103-00014-025	Electronics
E21703-00136-866	Electronics
M30103-00014-019	Electronics
M30103-00014-003	Electronics
M30108-01205-002	Electronics
M20109-00001-001	Electronics
M20105-01109-044	Electronics
M50116-01116-000	Electronics
M00108-00004-007	Electronics
A-M-00552	EMS
M00103-00007-000	EMS Component
M00101-00002-002	EMS Component
M00101-00002-012	EMS Component

E-B-00715	EMS Component
M-B-00219	EMS Component
M00101-00002-013	EMS Component
M00104-02000-007	EMS Component
E-B-00716	EMS Component
ARK-3530F-00A1E BTO	EMS Component
ADAM-6017-D	EMS Component
E21703-00015-002	EMS Component
1588H12B1JV	EMS Component
E-B-00720	EMS Component
E-B-00740	EMS Component
E-B-00711	EMS Component
E-B-00712	EMS Component
SDR-240-24	EMS Component
1587T11A1S	EMS Component
E-B-00746	EMS Component
E-B-00706	EMS Component
E-B-00741	EMS Component
1504SC	EMS Component
E-B-00744	EMS Component
CAGKIT1032-100	EMS Component
HM25030-3SR	EMS Component
1506STD	EMS Component
2002-1601	EMS Component
NON-6	EMS Component
E-B-00709	EMS Component
E-B-00710	EMS Component
P10800-01083-044	Enclosure
M9U21202	Enclosure Component
GRAINGER 2WJ19	Enclosure Component
P10906-02000-020	Enclosure Component
E-B-00104	Enclosure Component
FW200B-10	Enclosure Component
EDS-316	Enclosure Component

277-12010-ND	Enclosure Component
RB-HFMD1	Enclosure Component
SRT1500RMXLA-NC	Enclosure Component
Duralink 50	Enclosure Component
142186 (B30-25-595-ANSIWA)	Enclosure Component
M70107-00011-082 R1.0	Enclosure Component
M00106-02003-003	Enclosure Component
1750100 - OBSOLETE	Enclosure Component
M20106-08009-008	Enclosure Component
M20106-08009-007	Enclosure Component
M30102-65501-028	Enclosure Component
118084 (B30-R10000)	Enclosure Component
M90101-00003-001	Enclosure Component
QO330MQ200	Enclosure Component
P10906-02000-018	Enclosure Component
60409	Enclosure Component
E21703-00012-309	Enclosure Component
M30112-04008-004	Enclosure Component
EDS-308	Enclosure Component
M20106-06044-035	Enclosure Component
M20106-06044-034_DO NOT USE, NOT A FG	Enclosure Component
M00106-02003-005	Enclosure Integration
M00108-00004-032	Enclosure Integration
M70107-00012-062	Enclosure Integration
E21703-00007-003	Enclosure Integration
M00108-00004-025	Enclosure Integration
M70107-00011-104	Enclosure Integration
E21703-00008-013	Enclosure Integration
M30106-02004-001	Energy Segment Component
HOFFMAN CSD16126	Energy Segment Component
A11501-01005-003	Energy Segment Component
E21703-00031-403	Energy Segment Component
MOXA UC-2101-LX	Energy Segment Component
M30107-00008-006	Energy Segment Component

M30108-01106-042	Energy Segment Component
HOFFMAN CP1612	Energy Segment Component
M20106-06044-064	Energy Segment Component
M70107-00012-255	Energy Segment Component
E21703-00017-462	Energy Segment Component
A11501-01002-005	Energy Segment Component
M20106-06044-061	Energy Segment Component
M30103-00018-015	Energy Segment Component
E21703-00030-454	Energy Segment Component
P10900-07001-100	Energy Segment Component
A10400-00009-933	Energy Segment Component
A10400-00006-069	Energy Segment Component
E21703-00017-459	Energy Segment Component
A-M-00104	Energy Segment Component
M70107-00011-150	Energy Segment Component
M30104-12007-022	Energy Segment Component
A10400-00005-905	Energy Segment Component
M70104-00010-082	Energy Segment Component
A-M-00203	Energy Segment Component
P10900-07500-136	Energy Segment Component
A-M-00276	Energy Segment Component
A-M-00221	Energy Segment Component
A-M-00204	Energy Segment Component
M60102-30308-030	Energy Segment Component
A10400-00005-907	Energy Segment Component
P10900-07500-137	Energy Segment Component
A10400-00005-760	Energy Segment Component
M60102-30105-030	Energy Segment Component
P10900-07001-110	Energy Segment Component
A10400-00006-047	Energy Segment Component
M60102-30504-045	Energy Segment Component
M60102-10612-335	Energy Segment Component
M30106-00016-002	Energy Segment Component
M60102-30505-008	Energy Segment Component

M60102-30505-020	Energy Segment Component
M60102-30505-010	Fasteners
M60103-10110-000	Fasteners
M60102-30308-020	Fasteners
M60101-11105-000	Fasteners
E-B-00289	Fasteners
M60102-30606-020	Fasteners
M60102-40308-025	Fasteners
M60102-40310-025	Fasteners
M60102-11804-808	Fasteners
P10900-07001-206	Fasteners
M60102-40306-025	Fasteners
M60102-40310-030	Fasteners
M60102-10607-515	Fasteners
E-B-00806	Fasteners
E-B-00805	Fasteners
M60102-40308-020	Fasteners
M70107-00012-283	Fasteners
M60102-10310-020	Fasteners
M60103-10306-000	Fasteners
M60101-10210-000	Fasteners
P10900-07001-453	Fasteners
M60102-40306-016	Fasteners
M-B-00108	Fasteners
E-B-00803	Fasteners
M60102-30505-014	Fasteners
M60102-30504-050	Fasteners
M60102-10306-014	Fasteners
M60102-40505-010	Fasteners
M60103-10106-000	Fasteners
E-B-00804	Fasteners
P10900-07001-334	Fasteners
M70105-00013-000	Fasteners
M60102-40306-055	Fasteners

P10900-07200-021	Fasteners
M60102-10504-060	Fasteners
M60102-30504-008	Fasteners
M60102-30504-010	Fasteners
A10400-00005-775	Fasteners
RIVET NUT, M6 X 1mm Internal Thread, .5-3.0mm Material Thickness, 18-8 Stainless Steel	Fasteners
RIVET NUT, M4 X .7mm Internal Thread, .5-2.5mm Material Thickness, 18-8 Stainless Steel	Fasteners
M60102-30505-012	Fasteners
M60103-10304-000	Fasteners
M60102-10613-522	Fasteners
P10900-07001-050	Fasteners
M-B-00055	Fasteners
M60103-10210-000	Fasteners
M60102-30308-018	Fasteners
M60103-10100-003	Fasteners
P10900-07001-070	Fasteners
M60102-30504-016	Fasteners
M60103-10100-002	Fasteners
M60101-10104-000	Fasteners
M60102-30310-025	Fasteners
M60102-40308-030	Fasteners
M60103-10310-000	Fasteners
M60101-10210-010	Fasteners
P10900-07001-469	Fasteners
P10900-07001-348	Fasteners
P10900-07001-379	Fasteners
M60102-30306-020	Fasteners
M60102-10304-010	Fasteners
M70111-00050-178	Fasteners
M60102-30305-016	Fasteners
M60102-30306-016	Fasteners
M60102-10703-008	Fasteners
E-B-00473	Fasteners
M60102-30306-012	Fasteners

M60103-10310-104	Fasteners
M60102-30308-016	Fasteners
P10900-07001-432	Fasteners
M60102-10503-010	Fasteners
M60102-30306-025	Fasteners
M60102-30505-016	Fasteners
M60101-10208-000	Fasteners
M60103-10308-104	Fasteners
M60102-30503-012	Fasteners
M60101-10206-000	Fasteners
M70107-00012-251	Fasteners
M60102-11501-002	Fasteners
M60103-10510-000	Fasteners
M60101-10204-000	Fasteners
M20103-01022-009	FSS Component
M00108-00004-008	FSS Component
A-M-00286	FSS Component
M00108-00002-007	FSS Component
P10900-07001-026	FSS Component
E21703-00017-583	FSS Component
M00108-00004-009	FSS Component
M00108-00004-014	FSS Component
A-M-00285	FSS Component
M00108-00002-082	FSS Component
M00108-00004-013	FSS Component
A11501-01004-042	FSS Component
M00108-00004-012	FSS Component
M00108-00002-003	FSS Component
M00108-00002-084	FSS Component
M00108-00002-040	FSS Component
M00108-00002-083	FSS Component
M00108-00002-020	FSS Component
M00108-00002-021	FSS Component
M30104-12007-035	FSS Component

M30104-07013-000	FSS Component
M-B-00053	FSS Component
M30103-00014-005	FSS Component
M30104-12007-037	FSS Component
M00108-00002-008	FSS Component
M00108-00002-009	FSS Component
M70107-00011-162	FSS Component
M00108-00004-031	FSS Component
M00108-00002-010	FSS Component
A11501-01004-042_DO NOT USE, NOT A FG	FSS Component
M30104-12007-036	FSS Component
3005013	FSS Component
M00108-00004-002	FSS Integration
E-B-00666	FSS Integration
M00108-00002-012	FSS Integration
M00108-00002-004	FSS Integration
M00108-00004-026	FSS Integration
M00108-00002-017	FSS Integration
M00108-00004-022	FSS Integration
M00108-00004-003	FSS Integration
M00108-00002-013	FSS Integration
M00108-00002-002	FSS Integration
M00108-00004-015	FSS Integration
M00108-00002-014	FSS Integration
M00108-00002-018	FSS Integration
M00108-00002-019	FSS Integration
M00108-00002-001	FSS Integration
M00108-00002-006	FSS Integration
M00108-00002-015	FSS Integration
M00108-00002-005	FSS Integration
M00108-00002-011	FSS Integration
M00108-00002-016 - OBSOLETE	FSS Integration
M00108-00004-006	FSS Integration
E-B-00285	Fuses

M30108-01106-059	Fuses
E-B-00284	Fuses
M30108-01106-020	Fuses
M30108-01205-020	Fuses
M30108-01205-026	Fuses
M30108-01205-004	Fuses
M30108-01205-025	Fuses
M-B-00047	Gaskets
M-B-00073	Gaskets
P10900-07500-130	Gaskets
M30116-01016-030	Glands
M30116-13215-033	Glands
M30106-00008-012	Glands
M30106-00008-011	Glands
E21703-00030-947	Harnesses
E21703-00030-949	Harnesses
E21703-00017-301	Harnesses
E21703-00017-298	Harnesses
E21703-00017-300	Harnesses
E21703-00035-017	Harnesses
E21703-00017-299	Harnesses
M30116-13215-031	HDC
M30116-13215-036	HDC
M30116-13215-037	HDC
HDC 04A ALU	HDC
M30116-13215-038	HDC
M20106-11002-016	HDC
M30116-13215-032	HDC
M70112-00001-011	HDC
M70112-00001-012	HDC
M00106-02002-001	HVAC
M00106-02004-000	HVAC
MGA1072AE090CR+1+1CA+A24++++++ - OBSOLETE	HVAC
M00106-02002-003	HVAC

M90101-00002-002	HVAC Component
M70110-00018-004	HVAC Integration
M00106-02003-001	HVAC Integration
P10906-01000-003	HVAC Integration
M00106-02003-002	HVAC Integration
M30106-00013-003	HVAC Integration
APC Replacement battery cartridge #152	HVAC Spare
10382	HVAC Spare
40181	HVAC Spare
40193A-SP	HVAC Spare
40046A-SP	HVAC Spare
92219-2	HVAC Spare
70571	HVAC Spare
30180	HVAC Spare
70281	HVAC Spare
50141	HVAC Spare
70688	HVAC Spare
70006	HVAC Spare
70646	HVAC Spare
70656	HVAC Spare
70546	HVAC Spare
70342	HVAC Spare
2903308	HVAC Spare
P/50182	HVAC Spare
70425	HVAC Spare
50040	HVAC Spare
80428	HVAC Spare
50360	HVAC Spare
70005	HVAC Spare
M70104-00010-102	Labels
M70104-00010-099	Labels
M-M-00077	Labels
M70104-00010-108	Labels
M70104-00010-111	Labels

ETO Labels	Labels
P00100-01001-031	Labels
M70104-00010-110	Labels
M70104-00010-103	Labels
M70104-00010-112	Labels
M70104-00010-107	Labels
M70104-00010-158	Labels
M70104-00010-113	Labels
M-M-00292	Labels
M70104-00010-137	Labels
M70104-00010-136	Labels
M70104-00010-109	Labels
M70104-00010-119	Labels
M70104-00010-118	Labels
M-B-00263	Labels
P00100-01001-035	Labels
M70104-00010-124	Labels
M70104-00010-125	Labels
M70104-00010-120	Labels
M70104-00010-164	Labels
M-M-00406	Labels
M70104-00010-168	Labels
P00100-01001-029	Labels
P00100-01001-023	Labels
P00100-01001-019	Labels
P00100-01001-030	Labels
P00100-01001-022	Labels
P00100-01001-024	Labels
M70104-00010-153	Labels
P00100-01001-026	Labels
M70104-00010-167	Labels
P00100-01001-028	Labels
M-M-00296	Labels
M70104-00010-157	Labels

P00100-01001-037	Labels
P10800-01083-043	Labels
P10800-01083-039	Labels
P10900-07000-204	Metal Comp.
M70112-00000-236	Metal Comp.
A10400-00005-862	Metal Comp.
P10900-07000-326	Metal Comp.
P10900-07000-350	Metal Comp.
M70112-00000-002	Metal Comp.
P10900-07000-327	Metal Comp.
P10900-07000-325	Metal Comp.
P10900-07000-324	Metal Comp.
P10900-07000-203	Metal Comp.
P10900-07000-210	Metal Comp.
A-M-00521	Metal Fabrication
A10400-00005-757	Metal Fabrication
A-M-00288	Metal Fabrication
A-M-00305	Metal Fabrication
P10900-07000-400	Metal Fabrication
P10900-07000-407	Metal Fabrication
M-M-00287	Metal Fabrication
M-M-00288	Metal Fabrication
A-M-00105	Metal Fabrication
M70107-00012-280	Metal Fabrication
A-M-00353	Metal Fabrication
A-M-00352	Metal Fabrication
P10900-07000-323	Metal Fabrication
M-M-00289	Metal Fabrication
A10400-00009-815	Metal Fabrication
A10400-00009-812	Metal Fabrication
A10400-00009-814	Metal Fabrication
A10400-00009-818	Metal Fabrication
A10400-00009-816	Metal Fabrication
A10400-00009-817	Metal Fabrication

A10400-00009-813	Metal Fabrication
A10400-00005-845	Metal Fabrication
M70112-00000-026	Metal Fabrication
A10400-00005-820	Metal Fabrication
M70112-00000-256	Metal Fabrication
M-B-00012	Misc Items
M-B-00235	Misc Items
E-B-00412	Misc Items
M70111-00050-164	Misc Items
M-B-00009	Misc Items
M-B-00197	Misc Items
P10900-07009-218	Misc Items
Server, Dell PowerEdge R260	Misc Items
M-B-00142	Misc Items
Poly Performance, PPI-LS-55	Misc Items
Poly Performance, PPI-LS-32	Misc Items
Poly Performance, PPI-LS-38	Misc Items
Poly Performance, PPI-LS-40	Misc Items
M70107-00012-027	Misc Items
M70111-00050-170	Misc Items
E-B-00422	Misc Items
M70111-00050-179	Misc Items
C774B430G20	Misc Items
M-B-00011	Misc Items
E-B-00418	Misc Items
CABLE TIE, 6in, 40lbs, Nylon, Black, UV resistant (100/bag)	Misc Items
E-B-00421	Misc Items
P10900-07009-216	Misc Items
M-B-00082	Misc Items
EJ14166 - OBSOLETE	Misc Items
NBF-32232	Misc Items
P10900-07500-156	Misc Items
CHCC3DU	Misc Items
FNQ-R-6	Misc Items

M-B-00226	Misc Items
NBF-32032	Misc Items
M-B-00221	Misc Items
M-B-00228	Misc Items
E-B-00372	Misc Items
SPRAY BOTTLE, 16oz, PLASTIC	Misc Items
E-B-00755	Misc Items
TechSpray Isopropyl Alcohol Wipes	Misc Items
P10900-07008-140	Misc Items
3M Super 77 CA - Spray Adhesive	Misc Items
PAINTERS MASKING TAPE, BLUE, 1in X 60yds ROLL	Misc Items
MEAN WELL MDR-20-24	Misc Items
ZOLLER V30AE000056	Misc Items
P10900-07001-030	Misc Items
M30103-00014-004	Misc Items
SHOP TOWEL, SCOTT, 9 X 11in, 55 PER ROLL	Misc Items
E-B-00756	Misc Items
E40101-10804-011	Module
E40101-10804-012	Module
E40101-10403-022	Module
E40101-10804-002	Module
E50100-07002-000	PCBA
E50100-09000-000	PCBA
E50200-08000-000	PCBA Components
E58200-01000-000	PCBA Components
CAB1000/AC_DO NOT USE, NOT A FG	PCS
M30122-01001-003	PCS Add On
M30122-01001-002	PCS Add On
M411Z00143AA	PCS Component
6AA-570-000-001	PCS Component
102025-00.01	PCS Component
L5453	PCS Component
E977BE	PCS Component
104789-00.01	PCS Component

30-102700.01	PCS Component
SMA 122430-00.02	PCS Component
108985-00.01	PCS Component
6UP-450-002-001	PCS Component
SC30RIO.GR2	PCS Component
SC30ACC.GR5	PCS Component
L5419D	PCS Component
46-107000.02	PCS Component
SMA 105083-00.01	PCS Component
60-090100.01	PCS Component
SMA 95-128500.03	PCS Component
L5679	PCS Component
L5554-1	PCS Component
60-090000.01	PCS Component
SMA 65-05150	PCS Component
103135-00.01	PCS Component
SMA 61-1263100.01	PCS Component
SMA 61-0159452	PCS Component
SMA 26-096004001	PCS Component
SMA 124133-00.01	PCS Component
L1874-1	PCS Component
SMA 124843-00.01	PCS Component
SMA 60-00562	PCS Component
SMA 124841-00.01	PCS Component
SMA 124840-00.01	PCS Component
SMA 104460-00.02	PCS Component
SMA 62-103700.02	PCS Component
SMA 117962-00.01	PCS Component
SMA 43-107100.01	PCS Component
SMA 43-107000.01	PCS Component
SMA 117728-00.01	PCS Component
SMA 43-107300.01	PCS Component
SMA 113930-00.01	PCS Component
SMA 20-1410	PCS Component

SMA 61-117117	PCS Component
SMA 117303-00.01	PCS Component
SMA 61-117118	PCS Component
SMA 43-107200.01	PCS Component
SMA 42-62120014	PCS Component
SMA 124109-00.01	PCS Component
SMA 43-104000.01	PCS Component
SMA 86-00892	PCS Component
M-M-00391	Plastics
M-M-00394	Plastics
P10900-07000-211	Plastics
M00110-00002-004	PLC Integration
M00110-00001-001	PLC Integration
M00110-00002-002	PLC Integration
M20103-03030-010	PLC Integration
M00110-00002-001	PLC Integration
M00110-00001-004	PLC Integration
E21703-00007-300	PLC Integration
M00110-00002-003	PLC Integration
C-LBT222-ADM4055-1	PLC Integration
M-B-00095	Rubber
M30103-00018-013	Stack
A10400-00005-701	Stack Component
M30108-01106-019	Stack Component
M30108-01106-016	Stack Component
M30104-12007-031_DO NOT USE, NOT A FG	Stack Component
E50101-06000-002	Stack Component
M30108-01106-008	Stack Component
M30108-01106-017	Stack Component
E50101-06000-001	Stack Component
M30108-01106-013	Stack Component
M30104-12007-019_DO NOT USE, NOT A FG	Stack Component
A10400-00003-300	Stack Component
E50200-04000-000	Stack Component

SC20-200-1000	Stack Component
SC11-120-1000	Stack Component
M30108-01106-002	Stack Component
A70400-01000-001	Stack Component
M30108-01106-050	Stack Component
M30108-01106-053	Stack Component
M30104-12007-019	Stack Component
M30108-01106-009	Stack Component
M30104-12007-020	Stack Component
M30104-12007-031	Stack Component
A11501-01001-600	Stack Component
A00900-01000-001	Stack Component
A10400-00003-701	Stack Component
E50101-06200-002	Stack Component
E21701-10000-016	Stack Component
E21703-00001-015 V2.0	Stack Component
SC20-120-1000	Stack Component
E50101-06200-001	Stack Component
E21703-00124-000 V1.1	Stack Component
A10200-04010-009	Stack Component
E50200-03000-000	Stack Component
E21703-00125-000 V1.1	Stack Component
E21703-00011-264	Stack Component
E21703-00011-285	Stack Component
Amphenol RJ-00BMMA-LL7001_DO NOT USE, NOT A FG	Stack Component
E21703-00000-129 V2.0	Stack Component
E21703-00011-207	Stack Component
E21703-00011-205	Stack Component
E21703-00011-201	Stack Component
E21703-00011-206	Stack Component
E21703-00000-127 V2.0	Stack Component
E21703-00000-113 V2.0	Stack Component
E21703-00000-135 V2.0	Stack Component
M30108-01106-001	Stack Component

SC11-200-1000	Stack Component
M30112-04003-001	Stack Component
E21703-00010-111	Stack Component
A11501-01003-012	Stack Component
E21703-00011-204	Stack Component
E21703-00011-200	Stack Component
E21703-00011-202	Stack Component
E21703-00011-203	Stack Component
E21703-00140-000 V1.1	Stack Component
E21703-00000-103	Stack Component
E21703-00000-137 V2.0	Stack Component
E21703-00000-128 V2.0	Stack Component
E21703-00011-300	Stack Component
SLPPC70BNB1	Stack Component
M30106-00009-001	Stack Component
M20106-08009-022	Stack Component
E21703-00011-263	Stack Component
E21703-00011-286	Stack Component
M20106-08009-021	Stack Component
E21703-00010-214	Stack Component
A00702-01000-000	Stack Component
E21703-00001-008	Stack Component
E21703-00011-294	Stack Component
E21703-00000-136 V2.0	Stack Component
M30118-01006-000	Stack Component
M30108-01106-018	Stack Component
SC20-160-1000	Stack Component
SLPPC70BNO1	Stack Component
M00101-00002-007	Stack Component
M20106-06044-002_DO NOT USE, NOT A FG	Stack Component
E21703-00000-106	Stack Component
E21703-00010-218 V2.1	Stack Component
E21701-10000-010	Stack Component
E50200-09000-000	Stack Component

E21703-00011-301	Stack Component
M30115-04002-002	Stack Component
E21703-00011-111	Stack Component
E21703-00011-260	Stack Component
E21703-00011-208	Stack Component
E21703-00011-283	Stack Component
E21701-05000-007	Stack Component
E21703-00011-209	Stack Component
E21703-00010-216 V2.0	Stack Component
M20106-08009-022_DO NOT USE, NOT A FG	Stack Component
M30106-00008-002	Stack Component
E21703-00001-003	Stack Component
A11401-01010-000	Stack Component
E50900-01000-000	Stack Component
E21703-00000-105	Stack Component
E21703-00011-265	Stack Component
P10902-01000-001	Stack Component
E21701-05000-008	Stack Component
E21703-00011-277	Stack Component
E21703-00011-299	Stack Component
E21703-00011-278	Stack Component
E21703-00011-262	Stack Component
E21703-00000-104	Stack Component
M20106-08009-021_DO NOT USE, NOT A FG	Stack Component
E21703-00000-132	Stack Component
E21703-00011-271	Stack Component
E21703-00011-272	Stack Component
M60101-10805-001	Stack Component
E21703-00011-275	Stack Component
M60102-30308-040	Stack Component
M30112-04004-002	Stack Component
P10904-01000-107	Stack Component
E21703-00000-133	Stack Component
E21703-00010-200 V1.0	Stack Component

E21703-00000-134	Stack Component
E21703-00011-270	Stack Component
E21703-00011-261	Stack Component
E21703-00000-131	Stack Component
M30119-04002-000	Stack Component
E21703-00011-276	Stack Component
E21703-00000-108	Stack Component
M30104-12007-020_DO NOT USE, NOT A FG	Stack Component
E21703-00000-107	Stack Component
E21701-05000-011	Stack Component
E21701-05000-012	Stack Component
M70111-00050-106	Stack Component
E21603-02001-000	Stack Component
E21703-00011-274	Stack Component
E21703-00011-273	Stack Component
E50101-04000-003/004	Stack Component
E21703-00011-280	Stack Component
E21703-00011-279	Stack Component
E50101-04000-001/002	Stack Component
E21701-05000-009	Stack Component
A11501-01003-009	Stack Component
E50201-06000-000	Stack Component
E21703-00011-295	Stack Component
M20105-07015-002	Stack Component
E21703-00011-266	Stack Component
E21703-00011-269	Stack Component
E21703-00011-268	Stack Component
M10302-03001-000	Stack Component
E21703-00011-267	Stack Component
M30117-03005-010	Stack Component
E21703-00010-219 V2.1	Stack Component
E21602-01000-000	Stack Component
E21603-02002-000	Stack Component
E21703-00000-138	Stack Component

M60102-30308-055	Stack Component
E21602-01001-000	Stack Component
E21603-03001-000	Stack Component
M60101-10205-000	Stack Component
M70111-00050-107	Stack Component
E21603-02003-000	Stack Component
E21603-03003-000	Stack Component
E50200-07000-000	String Controller
SC24-105-1500	String Controller
SC24-155-1500	String Controller
E50200-11000-000	String Controller
M30104-12007-040	String Controller
M30104-12007-039	String Controller
M00101-00002-023	Switch
M00101-00002-017	Switch
M00101-00002-020	Switch
M80101-00009-001	Switch
M20103-03030-003_DO NOT USE, NOT A FG	Terminals
M20106-06044-063	Terminals
M20106-06044-060	Terminals
M20103-03030-002_DO NOT USE, NOT A FG	Terminals
M30103-00014-014	Terminals
M20103-03030-014	Terminals
M30103-00014-012	Terminals
M30117-10001-004	Terminals
E-B-00437	Terminals
M30117-10001-005	Terminals
M20103-03029-003	Terminals
M30117-10001-013	Terminals
E-B-00037	Terminals
M30117-04002-810	Terminals
M30117-08004-000	Terminals
M30101-00006-005	Transformer
M30101-00006-005_DO NOT USE, NOT A FG	Transformer

M30101-00006-008_DO NOT USE, NOT A FG	Transformer
M30101-00006-013	Transformer
GN49	Transformer
M00103-00008-000	UPS
M00103-00008-007	UPS
M00103-00005-000	UPS
M00103-00008-017	UPS
M00103-00006-000	UPS
M00103-00008-006	UPS
M00103-00008-016	UPS
M00103-00008-022	UPS
M00103-00008-015	UPS
E-B-00409	UPS
AP9641	UPS

Mesa WHSE (Orion) Inventory

Item	Category
M00101-00002-004	Electronics
M00103-00008-015	UPS

Mesa WHSE (GTI) Inventory

Item	Category
M70112-00000-026	Metal Fabrication
A10400-00005-795	Metal Fabrication
M70112-00000-034	Metal Fabrication

8 Loop, Houston TX (3PL) Inventory

Item	Category
SMA SCS-3-3950-1500-2_FG	**PCS**
FP4200K CAR0040 QUOTE OPP-21-6671433 Rev 1	**Transformer**
CS30-EE0-FF0-511-D11-320-0000000	**Collection Segment Component**
M70107-00012-255	**Energy Segment Component**

M70107-00012-283	**Fasteners**
M60103-10100-001	**Fasteners**
M60103-10100-002	**Fasteners**
M60103-10100-003	**Fasteners**
M60102-10613-522	**Fasteners**
M60101-10210-010	**Fasteners**
M60103-10210-000	**Fasteners**
M60103-10100-004	**Fasteners**
M60102-11501-002	**Fasteners**
M60103-10310-000	**Fasteners**
M70107-00012-251	**Fasteners**
M70107-00012-280	**Metal Fabrication**
CS30-H00-F00-411-A11-310-0000000	**Collection Segment Component**

Trivergix (3PL) Inventory

Item	Category
E40101-10806-042	**Module**
E40101-10704-001	**Module**
E40101-10704-002	**Module**
E40101-10806-042	**Module**
E40101-10704-002	**Module**
E40101-10704-001	**Module**
E40101-10806-102	**Module**
E40101-10804-012	**Module**
E40101-10804-011	**Module**
E40101-10805-004	**Module**
E40101-10403-021	**Module**
E40101-10403-022	**Module**
E40101-10805-003	**Module**
E40101-10804-001	**Module**
E40101-10403-024	**Module**
E40101-10403-023	**Module**
E40101-10804-002	**Module**
S23-360-100-1500-C280-UNI	**Stack**

S22-230-280-1000-C280P-UNI 670-950 VDC_DO NOT USE, NOT A FG	**Stack**
S23-360-100-1500-E280K-UNI	**Stack**
S22-230-280-1000-C280P-UNI_DO NOT USE, NOT A FG	**Stack**
E40101-10806-022	**Module**
E40101-10804-002	**Module**
E40101-10806-022	**Module**
E40101-10806-102	**Module**
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	**Stack**
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	**Stack**
E40101-10806-022	**Module**
E40101-10806-042	**Module**
E40101-10806-022	**Module**

OneSource (3PL) Inventory

Item	Category
M00108-00002-007	**FSS Component**
M00108-00002-021	**FSS Component**
M00108-00002-020	**FSS Component**
M00108-00002-008	**FSS Component**
M00108-00002-010	**FSS Component**
M00108-00002-009	**FSS Component**
M00108-00002-012	**FSS Integration**
M00108-00002-005	**FSS Integration**
MGA1072AC090CR+1+1CA+C24++++++	**HVAC**
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	**Stack**
E21703-00123-000 V1.1	**Stack Component**
E21703-00139-000 V1.1	**Stack Component**
E21703-00138-000 V1.1	**Stack Component**
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	**Stack**
P10900-02000-102 V2.0	**Busbars**
M50116-01116-000	**Electronics**
M60102-40308-020	**Fasteners**
M60102-30308-020	**Fasteners**

E40101-10804-001	**Module**
E40101-10804-002	**Module**
S22-230-140-1000-C280-110	**Stack**
S22-230-180-1000-C280-110_DO NOT USE, NOT A FG	**Stack**
A10400-00003-300	**Stack Component**
A11501-01001-600	**Stack Component**
E21703-00001-008	**Stack Component**
E21703-00000-127 V2.0	**Stack Component**
E21703-00000-129 V2.0	**Stack Component**
E21703-00000-128 V2.0	**Stack Component**
E21703-00000-135 V2.0	**Stack Component**
E21703-00000-137 V2.0	**Stack Component**
E21703-00000-136 V2.0	**Stack Component**
E21703-00125-000 V1.1	**Stack Component**
E21703-00124-000 V1.1	**Stack Component**
E21703-00140-000 V1.1	**Stack Component**
E21703-00000-113 V2.0	**Stack Component**
E21703-00001-015 V2.0	**Stack Component**
E21703-00000-103	**Stack Component**
E21703-00000-106	**Stack Component**
E21703-00000-105	**Stack Component**
E21703-00000-104	**Stack Component**
E21703-00000-108	**Stack Component**
E21703-00000-132	**Stack Component**
E21703-00000-131	**Stack Component**
E21703-00000-133	**Stack Component**
E21703-00000-134	**Stack Component**
M60102-30308-040	**Stack Component**
E21703-00000-107	**Stack Component**
A-M-00521	**Metal Fabrication**

Welldex (3PL) Inventory

Item	Category
M00106-02002-003	**HVAC**

M00106-02002-003	**HVAC**
A10400-00005-750	**Metal Fabrication**
A10400-00005-758	**Metal Fabrication**
E40101-10806-022	**Module**
E40101-10806-042	**Module**

RH (3PL) Inventory

Item	Category
P10900-07000-204	**Metal Comp.**
A-M-00487A TDN-000257	**Energy Segment Component**
A10400-00011-836B TDN-000257	**Energy Segment Component**
A-M-00080F	**Module**
ES30-302-121-100-0000000	**Energy Segment Component**
A-M-00487A TDN-000257	**Energy Segment Component**
M70112-00000-306	**Breakers**
M70112-00000-304	**Breakers**
M30102-20420-017	**Breakers**
M70112-00000-303	**Breakers**
M30102-20420-009	**Breakers**
M70112-00000-305	**Breakers**
E31703-00003-003	**Cables**
E31703-00003-005	**Cables**
E31703-00003-009	**Cables**
E21703-00030-298	**Cables**
E21703-00030-296	**Cables**
E21703-00030-299	**Cables**
E21703-00030-297	**Cables**
E21703-00030-140	**Cables**
E31703-00003-004	**Cables**
E31703-00003-002	**Cables**
E21703-00035-021	**Cables**
E31703-00003-006	**Cables**
E21703-00035-023	**Cables**

E21703-00030-550	**Cables**
E21703-00035-024	**Cables**
E21703-00030-316	**Cables**
E21703-00030-317	**Cables**
E21703-00030-557	**Cables**
E21703-00030-164	**Cables**
E21703-00130-503	**Cables**
E21703-00030-556	**Cables**
E21703-00030-167	**Cables**
E21703-00130-500	**Cables**
E21703-00130-501	**Cables**
E21703-00130-502	**Cables**
E21703-00130-504	**Cables**
E21703-00030-561	**Cables**
E21703-00030-147	**Cables**
E21703-00030-560	**Cables**
E21703-00033-002	**Cables**
E21703-00033-004	**Cables**
E21703-00033-001	**Cables**
E21703-00030-558	**Cables**
E21703-00030-145	**Cables**
E21703-00030-148	**Cables**
E21703-00033-003	**Cables**
E21703-00030-144	**Cables**
E21703-00030-559	**Cables**
P10900-07001-283	**Dampers**
P10900-07001-282	**Dampers**
M70101-02004-000	**DC Cabinet Component**
M70101-01016-000	**DC Cabinet Component**
A10200-04010-049	**Electrical Assy.**
E21703-00030-241	**Electronics**
E31703-00003-001	**Electronics**
M00108-00004-007	**Electronics**
A10400-00011-836B TDN-000257	**Energy Segment Component**

E21703-00031-403	**Energy Segment Component**
M20103-04001-008	**Energy Segment Component**
P10900-07500-141	**Energy Segment Component**
M70112-00000-758	**Energy Segment Component**
P10900-07500-136	**Energy Segment Component**
M30117-10001-006	**Energy Segment Component**
P10900-07500-140	**Energy Segment Component**
P10900-07500-139	**Energy Segment Component**
M30117-10001-007	**Energy Segment Component**
M70112-00000-076	**Energy Segment Component**
M30117-10001-010	**Energy Segment Component**
P10900-07500-137	**Energy Segment Component**
M70112-00000-075	**Energy Segment Component**
M20106-06044-064	**Energy Segment Component**
M60102-30505-008	**Energy Segment Component**
M60103-10210-000	**Fasteners**
M60102-10306-014	**Fasteners**
M60102-10310-020	**Fasteners**
M60102-10504-060	**Fasteners**
P10900-07001-334	**Fasteners**
M60102-30505-012	**Fasteners**
P10900-07200-021	**Fasteners**
P10900-07001-432	**Fasteners**
M60103-10308-104	**Fasteners**
M60102-10503-010	**Fasteners**
GASKET, BULK, PORON AQUAPRO 4701-41-15250-04, ADHESIVE: 3M 9495-200MP, 20mm WIDE STRIP	**Gaskets**
M70112-00000-080	**Gaskets**
M70112-00000-264	**Gaskets**
E21703-00035-017	**Harnesses**
M70104-00010-133	**Labels**
M70104-00010-102	**Labels**
P00100-01001-018	**Labels**
M70104-00010-118	**Labels**
P10900-07000-204	**Metal Comp.**

P10900-07000-210	**Metal Comp.**
M70112-00000-261	**Metal Fabrication**
P10900-07000-394	**Metal Fabrication**
M70107-00012-290	**Misc Items**
M70107-00004-012	**Misc Items**
M30117-10001-005	**Terminals**
M30117-10001-004	**Terminals**
M30101-00006-005	**Transformer**
ES30-102-111-100-0000000	**Energy Segment Component**
E40101-10806-022	**Module**

ATS (3PL) Inventory

Item	Category
ES35-404-112-100-0000000	**Energy Segment**
ES30-102-111-100-0000000	**Energy Segment Component**

SourceOne, Portland OR (3PL) Inventory

Item	Category
E21703-00031-185	**Cables**
DC23-1-0630	**DC Cabinet**
DC23-2-0630	**DC Cabinet**
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	**Stack**
A10200-04006-000-110	**Stack Component**
P10900-02000-102 V2.0	**Busbars**
M50116-01116-000	**Electronics**
C22-40HQ-3|4HR-S230E-6T-CATL-110V_FG	**Enclosure**
M60102-40308-020	**Fasteners**
M60102-30308-020	**Fasteners**
E40101-10804-001	**Module**
E40101-10804-002	**Module**
S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	**Stack**
A10400-00003-300	**Stack Component**

E21703-00000-106	**Stack Component**
A11501-01001-600	**Stack Component**
E21703-00123-000 V1.1	**Stack Component**
E21703-00125-000 V1.1	**Stack Component**
E21703-00124-000 V1.1	**Stack Component**
E21703-00000-129 V2.0	**Stack Component**
E21703-00000-127 V2.0	**Stack Component**
E21703-00140-000 V1.1	**Stack Component**
E21703-00139-000 V1.1	**Stack Component**
E21703-00138-000 V1.1	**Stack Component**
E21703-00000-128 V2.0	**Stack Component**
E21703-00000-137 V2.0	**Stack Component**
E21703-00000-135 V2.0	**Stack Component**
E21703-00000-136 V2.0	**Stack Component**
E21703-00001-015 V2.0	**Stack Component**
E21703-00000-113 V2.0	**Stack Component**
E21703-00000-103	**Stack Component**
E21703-00000-107	**Stack Component**
E21703-00000-105	**Stack Component**
M60102-30308-040	**Stack Component**
E21703-00000-104	**Stack Component**
E21703-00000-131	**Stack Component**
E21703-00000-132	**Stack Component**
E21703-00000-108	**Stack Component**
E21703-00000-133	**Stack Component**
E21703-00000-134	**Stack Component**

8Loop, Attan CA (3PL) Inventory

Item	Category
E40101-10806-002	**Module**
E40101-10806-022	**Module**
S23-360-100-1500-C280-UNI_DO NOT USE, NOT A FG	**Stack**

SourceOne, Commerce CA (3PL) Inventory

Item	Category
M30108-01106-028	**Collection Segment Component**
M30108-01106-023	**DC Cabinet Component**
M30108-01106-050	**Stack Component**
M30108-01106-028	**Collection Segment Component**
M30108-01106-023	**DC Cabinet Component**
M00106-02004-000	**HVAC**
S23-360-100-1500-C280-UNI_DO NOT USE, NOT A FG	**Stack**
M30108-01106-050	**Stack Component**

8Loop, Laredo TX (3PL) Inventory

Item	Category
A10400-00005-865	**Energy Segment Component**
ES30-103-121-100-0000000_FG	**Energy Segment**

SourceOne, Tolleson AZ (3PL) Inventory

Item	Category
M90101-00001-001	**Enclosure Component**

American Lamprecht, Houston TX (3PL) Inventory

Item	Category
E40101-10804-011	**Module**
E40101-10804-012	**Module**
E40101-10403-022	**Module**
E40101-10403-021	**Module**
A10400-00003-300	**Stack Component**
A10200-04006-000-110	**Stack Component**
E21701-05000-007	**Stack Component**
E21701-05000-009	**Stack Component**
E21602-02000-000	**Stack Component**
E40101-10403-022	**Module**
E40101-10403-021	**Module**

A10200-04006-000-110	**Stack Component**
A10400-00003-300	**Stack Component**
E21701-05000-009	**Stack Component**
E21602-03000-000	**Stack Component**

Prolift Rigging Co, Glendale AZ (3PL) Inventory

Item	Category
CS30-A00-C00-512-A11-310-0000000	**Collection Segment Component**

8Loop, Wilmington CA (3PL) Inventory

Item	Category
C23-53HQ-3HR-S360E-6T-CATL-UNI_DO NOT USE, NOT A FG	**Enclosure**

Expeditors, Peabody MA (3PL) Inventory

Item	Category
A10400-00006-006	**Cables**
A10400-00006-008	**Cables**
A10400-00006-005	**Cables**
A10400-00006-004	**Cables**
A10400-00006-003	**Cables**
A10400-00006-002	**Cables**
A10400-00006-001	**Cables**
A10400-00006-007	**Cables**
M70107-00012-255	**Energy Segment Component**
M70107-00012-283	**Fasteners**
M60103-10100-002	**Fasteners**
M60103-10100-001	**Fasteners**
M60103-10100-003	**Fasteners**
M60101-10210-010	**Fasteners**
M60102-10613-522	**Fasteners**
M60103-10210-000	**Fasteners**

M60102-11501-002	**Fasteners**
M70107-00012-251	**Fasteners**
M60103-10310-000	**Fasteners**
M70107-00012-280	**Metal Fabrication**

Schedule 2.1(c)

INTELLECTUAL PROPERTY

(i) PATENTS

KS Ref. No.	Country	Type	Title	Application No.	Filed	Publication No.	Publication Date	Patent No	Issued	Status	Next Due Date	Status Changed Date	Comments
9888-100878-01	U.S.	Direct	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	16/101,032	8/10/2018	2020/0052502	2/13/2020	10,978,884	4/13/2021	Issued	10/13/2028 - Due, 2nd maintenance fee	9/24/2024	1st maintenance fee paid 9/24/2024
9888-100878-02	PCT		ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	PCT/US2019/045678	8/8/2019	WO 2020/033665	2/13/2020	N/A	N/A	Expired PCT			
9888-100878-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,491	8/8/2019	3,107,491	2/13/2020			Pending		6/3/2024	Instructed to cease work and allow to lapse 6/3/2024; awaiting notice of abandonment
9888-100878-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052902.0	8/8/2019	112567586A	3/26/2021	112567586B	11/15/2024	Issued	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee

9888-100878-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19847972.7	8/8/2019	3834271	6/16/2021			Pending	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100878-06	Japan	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	2021-531461	8/8/2019	2021-534719	12/9/2021	7295952	6/13/2023	Issued	6/13/2026 - Due, maintenance fee	6/13/2023	
9888-100878-07	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	17/213,155	3/25/2021	2021/0218250	7/15/2021	11,799,137	10/24/2023	Issued	4/24/2027 - Due 1st maintenance fee	10/24/2023	
9888-100878-08	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	18/491,448	10/20/2023	2024/0047769	2/8/2024			Pending		2/8/2024	Application published on 02/08/2024; awaiting action from PTO
9888-100878-09	China	Divisional	BALANCING CIRCUIT AND METHOD	202411508647 5.0	10/28/2024	119401598	2/7/2025			Pending		10/28/2024	Application published on 02/07/2025; awaiting action from CNIPA
9888-100879-01	U.S.	Direct	ENHANCED BATTERY MANAGEMENT SYSTEM	16/101,045	8/10/2018	2020/0052503	2/13/2020	11,063,444	7/13/2021	Issued	1/13/2029 - Due, 2nd	12/27/2024	1st maintenance fee paid

			FOR BATTERY PACK								maintenance fee		12/27/2024
9888-100879-02	PCT		ENHANCED BATTERY MANAGEMENT SYSTEM FOR BATTERY PACK	PCT/US2019/045696	8/8/2019	WO 2020/033680	2/13/2020	N/A	N/A	Expired PCT			
9888-100879-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,493	8/8/2019	3,107,493	2/13/2020			Pending		6/3/2023	Instructed to cease work and allow to lapse 6/3/2024; awaiting Notice of Abandonment
9888-100879-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052886.5	8/8/2019	112585837	3/30/2021	112585837B	11/12/2024	Issued	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100879-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19848236.6	8/8/2019	3834272	6/16/2021			Pending	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100879-06	Japan	National Stage	ENHANCED BATTERY MANAGEMENT SYSTEM FOR BATTERY PACK	2021-531462	8/8/2019	2021-534720	12/9/2021	7295953	6/13/2023	Issued	6/13/2026 - Due, 4th maintenance fee	6/13/2023	
9888-100880-01	U.S.	Provisional	MODULAR BATTERY STACK AND SUPPORT SYSTEM	62/729,852	9/11/2018	N/A	N/A	N/A	N/A	Expired Provisional			

9888-100880-02	PCT		MODULAR BATTERY STACK AND SUPPORT SYSTEM	PCT/US2019/050328	9/10/2019	WO 2020/055809	3/19/2020	N/A	N/A	Expired PCT			
9888-100880-03	Canada	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	3,110,857	9/10/2019	3,110,857	3/19/2020			Pending		8/12/2024	Examination requested 8/12/2024; awaiting 1st action
9888-100880-04	China	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	201980059297.X	9/10/2019	112673519	4/16/2021	N/A	N/A	Abandoned		8/10/2023	
9888-100880-05	EPC	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	19861075.0	9/10/2019	3850687	7/21/2021			Pending	6/6/2025 - Due, action response	2/25/2025	Preparing instructions to foreign agent to file response
9888-100880-06	U.S.	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	17/273,696	3/4/2021	2021/0336302	10/28/2021	11,996,531	5/28/2024	Issued	11/28/2027 - Due, 1st maintenance fee	5/28/2024	Patent issued 5/28/2024
9888-106220-01	U.S.	Provisional	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	62/066,185	10/20/2014	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106220-02	U.S.	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL	14/678,074	4/3/2015	2016/0111900	4/21/2016	10,263,436	4/16/2019	Issued	10/16/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022

			SYSTEM AND APPLICATION S THEREOF									
9888-1062 20-03	China	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATION S THEREOF	201610208153.4	4/1/2016	105939035A	9/14/2016	105939035B	9/21/2018	Abandoned		4/1/2024	Notice of Cessation of Patent Rights issued 11/7/2024
9888-1062 21-01	PCT		ELECTRICAL ENERGY STORAGE UNIT	PCT/CN2011/071548	3/5/2011	WO 2012/119297	9/13/2012	N/A	N/A	Expired PCT			
9888-1062 21-02	China	Direct	ELECTRICAL ENERGY STORAGE UNIT	201180065185.9	3/5/2011	103403993A	7/19/2013	103403993B	8/24/2016	Issued	3/5/2025 - Due, maintenance fee	2/12/2024	2024 maintenance fee paid 2/12/2024
9888-1062 21-03	U.S.	National Stage	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATION S THEREOF	13/978,689	8/27/2013	2013/0328530	12/12/2013	9,331,497	5/3/2016	Issued	11/3/2027 - Due, 3rd maintenance fee	10/17/2023	2nd maintenance fee paid 10/17/2023
9888-1062 21-04	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATION S THEREOF	14/962,491	12/8/2015	2016/0141894	5/19/2016	9,847,654	12/19/2017	Issued	6/19/2025 - Due, 2nd maintenance fee	3/25/2025	Instructed to pay 2nd maintenance fee
9888-1062 21-05	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL	201611110795.7	12/6/2016	106849212	6/13/2017	N/A	N/A	Abandoned			

			SYSTEM AND APPLICATIONS THEREOF										
9888-106221-06	U.S.	Provisional	MODULAR, STACKABLE BATTERY ENERGY STORAGE SYSTEM, AND APPLICATIONS THEREOF	62/554,881	9/6/2017	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106221-07	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	15/845,598	12/18/2017	2018/0123357	5/3/2018	10,536,007	1/14/2020	Issued	7/14/2027 - Due, 2nd maintenance fee	6/15/2023	1st maintenance fee paid 6/15/2023
9888-106221-08	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	201810422475.8	5/5/2018	108649595A	10/12/2018	108649595B	10/22/2021	Abandoned		5/5/2024	Notice of Cessation of Patent Rights issued 12/11/2024
9888-106222-01	U.S.	Direct	NON-TRACTION BATTERY CONTROLLER AND APPLICATIONS THEREOF	14/105,952	12/13/2013	2015/0165913	6/18/2015	9,168,836	10/27/2015	Issued	4/27/2027 - Due, 2nd maintenance fee	2/17/2023	2023 maintenance fee paid 2/17/2023
9888-106222-02	China	Direct	NON-TRACTION BATTERY CONTROLLER AND APPLICATIONS THEREOF	201410111983.6	3/24/2014	104009530A	8/27/2014	104009530B	11/20/2016	Abandoned		3/24/2024	Notice of Cessation of Patent Rights issued 10/30/2024

9888-10623-01	U.S.	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	14/851,482	9/11/2015	2017/0077559	3/16/2017	9,923,247	3/20/2018	Issued	9/20/2025 - Due, 2nd maintenance fee	9/9/2021	1st maintenance fee paid 9/9/2021
9888-10623-02	China	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	201610816277.0	9/10/2016	107123834	9/1/2017	N/A	N/A	Abandoned		6/25/2021	
9888-10624-01	U.S.	Direct	BATTERY MANAGEMENT SYSTEM (BMS) HAVING ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLERS.	14/851,460	9/11/2015	2017/0077558	3/16/2017	10,122,186	11/6/2018	Issued	5/6/2026 - Due, 2nd maintenance fee	3/1/2022	1st maintenance fee paid 3/1/2022
9888-10624-02	China	Direct	BATTERY MANAGEMENT SYSTEM (BMS) HAVING ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLERS.	201610816276.6	9/10/2016	106899052	6/27/2017	N/A	N/A	Abandoned		5/28/2021	
9888-10625-01	U.S.	Direct	WARRANTY TRACKER FOR	14/819,779	8/6/2015	2017/0038433	2/9/2017	10,254,350	4/9/2019	Issued	10/9/2026 - Due, 2nd	7/8/2022	1st maintenance fee

			A BATTERY PACK								maintenance fee		paid 7/8/2022
9888-106225-02	China	Direct	WARRANTY TRACKER FOR A BATTERY PACK	201610569996.7	7/19/2016	106199447A	12/7/2016	1065199447B	3/16/2021	Issued	7/19/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-106226-01	U.S.	Direct	BATTERY ENERGY STORAGE SYSTEM	14/932,688	11/4/2015	2017/0126032	5/4/2017	9,882,401	1/30/2018	Issued	7/30/2025 - Due, 2nd maintenance fee	3/25/2025	Instructed to pay 1st maintenance fee
9888-106226-02	China	Direct	BATTERY ENERGY STORAGE SYSTEM	201610969153.6	11/4/2016	106961114A	7/18/2017	106961114B	7/19/2019	Issued	11/4/2025 - Due, maintenance fee	9/30/2024	2024 maintenance fee paid 9/30/2024
9888-106226-03	U.S.	Continuation	BATTERY ENERGY STORAGE SYSTEM	15/882,713	1/29/2018	2018/0233931	8/16/2018	10,270,266	4/23/2019	Issued	10/23/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022
9888-106227-01	U.S.	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN OPERATING ISSUE OR DEFECT	14/819,774	8/6/2015	2017/0040646	2/9/2017	10,153,521	12/11/2018	Issued	6/11/2026 - Due, 2nd maintenance fee	3/1/2022	1st maintenance fee paid 3/1/2022
9888-106227-02	China	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN OPERATING	201610569997.1	7/19/2016	106154178A	11/23/2016	106154178B	5/12/2020	Issued	7/19/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee

			ISSUE OR DEFECT										
9888-106228-01	U.S.	Direct	BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	14/884,463	10/15/2015	2017/0106764	4/20/2017	10,040,363	8/7/2018	Issued	2/9/2026 - Due, 2nd maintenance fee	12/27/2021	1st maintenance fee paid 12/27/2021
9888-106228-02	China	Direct	BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	201610893636.2	10/13/2016	106816917	6/9/2017	N/A	N/A	Abandoned			File Not Opened Handled directly by Powin / Virgil until abandonment
9888-106229-01	U.S.	Provisional	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS HAVING A BATTERY PACK OPERATING SYSTEM, AND APPLICATIONS THEREOF	62/340,647	5/24/2016	N/A	N/A	N/A	N/A	Expired Provisional			File Not Opened Handled by Sterne Kessler until expiration
9888-106229-02	U.S.	Direct	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS	15/604,329	5/24/2017	N/A	N/A	N/A	N/A	Abandoned			File Not Opened Handled by Sterne Kessler until abandonment

			HAVING A BATTERY PACK OPERATING SYSTEM, AND APPLICATIONS THEREOF										
9888-10623 0-01	U.S.	Direct	BATTERY PACK MONITORING AND WARRANTY TRACKING SYSTEM	15/389,188	12/22/2016	2018/0181967	6/28/2018	10,699,278	6/30/2020	Issued	12/30/2027 - Due, 2nd maintenance fee	12/12/2023	1st maintenance fee paid 12/12/2023
9888-10623 1-01	U.S.	Provisional	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	62/645,623	3/20/2018	N/A	N/A	N/A	N/A	Expired Provisional			
9888-10623 1-02	PCT		MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	PCT/US19/22992	3/19/2019	WO 2019/183111	9/26/2019	N/A	N/A	Expired PCT			
9888-10623 1-03	U.S.	National Stage	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	16/982,449	9/18/2020	2021/0083329	3/18/2021			Allowed		2/25/2025	Issue Fee paid 2/25/2025; awaiting issued patent certificate
9888-10623 1-04	U.S.	Continuation	SYSTEMS FOR MONITORING BATTERY	19/075,032	3/10/2025					Pending		3/10/2025	Awaiting action from PTO

			PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM									
9888-106232-01	U.S.	Provisional	NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	62/682,453	6/8/2018	N/A	N/A	N/A	N/A	Expired Provisional		
9888-106232-02	PCT		NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	PCT/US19/35822	6/6/2019	WO 2019/236869	12/12/2019	N/A	N/A	Expired PCT		
9888-106233-01	U.S.	Provisional	MICROGRID POWER SYSTEM	62/682,527	6/8/2018	N/A	N/A	N/A	N/A	Expired Provisional		
9888-106233-02	PCT		MICROGRID POWER SYSTEM	PCT/US19/35838	6/6/2019	WO 2019/236883	12/12/2019	N/A	N/A	Expired PCT		
9888-106233-03	U.S.	National Stage	MICROGRID POWER SYSTEM	16/982,454	9/18/2020	2021/0083505	3/18/2021	11,336,111	5/17/2022	Issued	11/17/2025 - Due, 1st maintenance fee	5/17/2022
9888-106233-04	U.S.	Continuation	MICROGRID POWER SYSTEM	17/743,134	5/12/2022	2022/0360105	11/10/2022	11,843,278	12/12/2023	Issued	6/18/2027 - Due, 1st maintenance fee	12/12/2023

9888-106233-05	U.S.	Divisional	MICROGRID POWER SYSTEM	18/525,742	11/30/2023	2024/0258826	8/1/2024	12,212,181	1/28/2025	Issued	7/28/2028 - Due, 1st maintenance fee	1/28/2025	
9888-106766-01	U.S.	Provisional	MODULAR BATTERY STACK AND SUPPORT SYSTEM	63/295,721	12/31/2021	N/A	N/A	N/A	N/A	Expired Provisional		12/31/2022	Filed PCT 12/30/2022
9888-106766-02	PCT		ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	PCT/US22/54375	12/30/2022	WO2023129735	7/6/2023	N/A	N/A	Pending		7/6/2023	National Phase applications filed in CN and US 6/28/2024
9888-106766-03	China	Utility Model	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	202280087040 7	6/28/2024	118476104A	8/9/2024			Pending		2/21/2025	Notification of Entry into Substantive Exam issued 2/21/2025; awaiting 1st OA
9888-106766-04	U.S.	National Stage	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	18/725,710	6/28/2024					Pending		2/26/2025	Awaiting action from PTO; Acceptance of National Stage Application received 2/26/2025; awaiting 1st OA
9888-108364-01	U.S.	Provisional	HVAC SERVICING CARRIER	63/419,262	10/25/2022	N/A	N/A	N/A	N/A	Expired Provisional		10/25/2023	No non-provisional applicatio

												n is to filed
9888-108365-01	U.S.	Provisional	UNIFORM TEMPERATURE TUNED SINGLE HEATSINK FOR AIR-COOLED BATTERY APPLICATIONS	63/405,266	9/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	9/9/2023	No non-provisional application is to be filed
9888-108366-01	U.S.	Provisional	BATTERY CELLS WITH VENTING INDICATORS	63/430,211	12/5/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/5/2023	No non-provisional application is to be filed
9888-108649-01	U.S.	Provisional	AUXILLIARY LOAD OPTIMIZATION			N/A	N/A	N/A	N/A	Unfiled - In Progress		
9888-108651-01	U.S.	Provisional	CONTROL SYSTEM FOR AIR-COOLED ENCLOSURE-BASED BATTERY ENERGY STORAGE SYSTEMS	63/431,629	12/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/9/2023	Filed non-provisional 12/14/2022
9888-108651-02	U.S.	Utility	ACTIVE FAN BALANCING	18/081,524	12/14/2022	2024/0194968	6/13/2024			Pending	6/13/2024	Awaiting action from the PTO
9888-108652-01	U.S.	Provisional	BATTERY OPTIMIZATION PLATFORM			N/A	N/A	N/A	N/A	Unfiled - Not Proceeding		

9888-108653-01	U.S.	Provisional	BATTERY STATE OF CHARGE ESTIMATION	63/451,512	3/10/2023	N/A	N/A	N/A	N/A	Expired Provisional	3/10/2024	Non-provisional application filed 4/21/2023
9888-108653-02	U.S.	Utility	BATTERY STATE OF CHARGE ESTIMATION	18/137,362	4/20/2023	2024/0302439	9/12/2024			Pending	9/12/2024	Awaiting action from the PTO
9888-108736-01	U.S.	Provisional	STACKABLE LADDER TRAY	63/417,981	10/20/2022	N/A	N/A	N/A	N/A	Expired Provisional	10/20/2023	Instructed not to file a non-provisional application
9888-110581-02	PCT											
9888-110662-01	China	Utility Model	DETATCHABLE ENERGY STORAGE DEVICE	2.01521E+11	9/2/2015			205039186	2/17/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110663-01	China	Utility Model	OUTDOOR CHARGING PILE	2.01521E+11	9/2/2015			204967341	1/13/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110664-01	China	Utility Model	NOVEL BATTERY MODULE	2.01521E+11	10/19/2015			205039192	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110665-01	China	Utility Model	LONG DISTANCE TRANSMISSION I2C BUS COMMUNICATION INTERFACE CIRCUIT	2.01521E+11	10/19/2015			205427840	8/3/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee

9888-1106 66-01	China	Utility Model	BATTERY PACK INTEGRATED SYSTEM	2.01521E+11	10/19/2015		205039193	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 67-01	China	Utility Model	AIR-COOLED BATTERY MODULE STRUCTURE	2.01521E+11	10/19/2015		205039221	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 68-01	China	Utility Model	COMBINED BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015		205159415	4/13/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 69-01	China	Utility Model	BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015		205092284	3/16/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 70-01	China	Utility Model	FIRE FIGHTING SYSTEM FOR ELECTRICITY STORAGE CONTAINER	2015211324080	12/30/2015		205434759	8/10/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 71-01	China	Utility Model	MONITORING DEVICE FOR ELECTRICITY STORAGE CONTAINER	2015211329008	12/30/2015		205428090	8/3/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 72-01	China	Utility Model	COOLING SYSTEM FOR ELECTRICITY STORAGE CONTAINER	201521135094	12/30/2015		205454348	8/10/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 73-01	China	Utility Model	NOVEL INTEGRATED HIGH-VOLTAGE ENERGY STORAGE CABINET SYSTEM	2020212847039	7/3/2020		212435439	1/29/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee

9888-1106 74-01	China	Utility Model	QUICK GRADING SYSTEM FOR ECHELON BATTERY	202021293691 6	7/3/2020		21281038 1	3/26/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 75-01	China	Utility Model	LITHIUM BATTERY PACK PROTECTION DEVICE	202021417006 6	7/17/2020		21234272 1	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 76-01	China	Utility Model	AIR COOLING STRUCTURE OF LITHIUM BATTERY PACK	202021417007 0	7/17/2020		21234269 4	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 77-01	China	Utility Model	LITHIUM BATTERY PACK ISOLATION STRUCTURE	202021418215 2	7/17/2020		21234271 6	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 78-01	China	Utility Model	ANTI-FALLING LITHIUM BATTERY PACK SHELL	202021418240	7/17/2020		21234274 0	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 79-01	China	Utility Model	HEAT PRESERVATION DEVICE FOR LITHIUM BATTERY PACK	202021430061 9	7/20/2020		21234269 5	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 80-01	China	Utility Model	BOX BODY SEALING STRUCTURE OF LITHIUM BATTERY PACK	202021430062 3	7/20/2020		21234275 6	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 81-01	China	Utility Model	EXTERNAL DUSTPROOF STRUCTURE OF LITHIUM	202021430103 9	7/20/2020		21234272 2	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee

			BATTERY PACK								
9888-1106 82-01	China	Utility Model	LITHIUM BATTERY PACK CONNECTING SHEET STRUCTURE	202021430143 3	7/20/2020		21234276 8	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 83-01	China	Utility Model	SOFT PACKET OF LITHIUM CELL GROUP PACKAGE ASSEMBLY	202021432018 6	7/20/2020		21234271 8	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 84-01	China	Utility Model	POWER LITHIUM BATTERY PACK CONNECTING STRUCTURE	202021418228	7/17/2020		21234271 7	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 85-01	China	Utility Model	VENTILATION DEVICE FOR LITHIUM BATTERY PACK	202021430140	7/20/2020		21234266 2	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1108 32-01	China	Utility Model	ACTIVE-BALANCING BATTERY MANAGEMENT SYSTEM FOR SMART PHOTOVOLTAIC LOW-SPEED ELECTRIC VEHICLES	201820930639 3	6/11/2018		20835302 1	1/8/2019	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1108 33-01	China	Utility Model	ELECTRIC ENERGY STORAGE LITHIUM BATTERY PACK WITH	201921603667 5	9/25/2019		21020091 6	3/27/2020	Abandoned	4/1/2024	Instructed not to pay maintenance fee

			EFFICIENT HEAT DISSIPATION									
9888-111359-01	China	Utility Model	LONG-DISTANCE TRANSMISSION 12C BUS COMMUNICATION INTERFACE CIRCUIT	2015107126058	10/19/2015	105243045A	1/13/2016			Abandoned	12/10/2024	Instructed not to file a response
9888-111463-01	China	Utility Model	SAFETY EXPLOSION-PROOF STRUCTURE OF STORAGE BATTERY	202223477461 7	12/26/2022			218975640U	5/5/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-111464-01	China	Utility Model	THERMAL RUNAWAY PROTECTION STRUCTURE FOR STORAGE BATTERY	202223485871 6	12/27/2022			218939821U	4/28/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-111465-01	China	Utility Model	UNIFORM HEAT DISSIPATION STRUCTURE FOR ENERGY STORAGE PRODUCT MODULE	202223511639 5	12/28/2022			218957854U	5/2/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-111466-01	China	Utility Model	AN OUTDOOR MULTI-FUNCTIONAL POWER SUPPLY	202223444376 0	12/22/2022	N/A	N/A	N/A	N/A	Abandoned	8/1/2023	Assignment to Powin, LLC was not recorded as application lapsed after

								rejection in Aug. 2023
9888-111467-01	China	Utility Model	AN OUTDOOR POWER STATION WITH GOOD HEAT DISSIPATION PERFORMANCE	202223458695 7	12/23/2022		Abandoned	5/23/2024	Instructed not to file a response
9888-113331-01	China	Utility Model	COOLING PLATES FOR BATTERIES	202520248674 7	2/14/2025		Pending	2/14/2025	Awaiting 1st action from CNIPA
9888-113331-02	U.S.	Provisional	COOLING PLATES FOR BATTERIES				Not Yet Filed		Awaiting confirmation of named Applicants
9888-113514-01	U.S.	Provisional	SYSTEMS AND METHODS FOR PASSIVE BALANCING OF BATTERY PACKS				Not yet filed	3/31/2025	Draft application sent for review 3/31/2025

(ii) TRADEMARKS

KS Ref. No.	Country	Mark Name	Class	Goods/Services	Application No.	Filing Date	Reg. No.	Reg. Date	Sec. 8&15 Dec. (US only)	Renewal	Status	Comments
10493-109105-01	USA	EnergyReserve	9	Electric control devices for energy storage; electric power converters; electrical storage batteries	97/612,451	9/29/2022					Abandoned	owned by GPTECH, Inc.
10493-109964-01	USA	EnergyReserve	9	Electric control devices for energy storage; electric power converters; electrical storage batteries	86/410,268	10/1/2014	4,819,603	9/22/2015		9/22/2025	Registered (owned by GPTECH USA, Inc.)	Section 7 Request to Amend owner to reflect GPTECH, Inc. granted by USPTO
9888-100566-01	USA	STACK	9	Modular Energy Storage System For Providing Electrical Power	87/873,439	4/11/2018					Abandoned	

9888-100567-01	USA		9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 42: Engineering services; electrical systems design services; design and integration of battery systems	87/873,442	4/11/2018	5,712,492	3/2/2019	4/2/2025 (filed)	4/2/2029	Registered

9888-100567-02	Canada		9, 37, 42	Class 9: Electric storage batteries; general purpose batteries; grids for batteries; charging stations for electric vehicles Class 37: Installation of battery systems Class 42: Design, planning and engineering of electrical storage batteries; electrical engineering; mechanical engineering; electrical systems design services; design and development	1,897,913	5/7/2018	TMA1,106,334	8/9/2021	8/9/2031	Registered

				of battery systems								
9888-100567-03	China		9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	A0075614	5/4/2018	1414675	5/4/2018		5/4/2028	Registered via International Registration No. 1414675.	Request to Cancel Registration filed by third party. No further action to be taken in matter. Registration should eventually be

				charging stations Class 42: Engineering services; electrical systems design services; design and integration of battery systems							cancelled.
9888-100567-66	Madrid (covering China)		9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 42:	A0075614	5/4/2018	1414675	5/4/2018		5/4/2028	Registered via International Registration No. 1414675.

			Engineering services; electrical systems design services; design and integration of battery systems			
9888-105002-01	USA	STACKOS			Unfiled - In Progress	Draft recitation of goods sent to client for approval
9888-105003-01	USA	STACKOS+			Unfiled - In Progress	Draft recitation of goods sent to client for approval
9888-105004-01	USA	MAKING STORAGE SIMPLE			Unfiled - In Progress	Awaiting instructions to file.

9888-111969-01	USA	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	98/635,099	7/5/2024			Pending	Suspended pending outcome of US App. No. 98329935 for POWIN filed by Powin Information Technology Inc.; KMH to call Examiner re same
9888-111970-01	USA	AEGIS							Unfiled - Not Proceeding	
9888-111971-01	USA	ATLAS							Unfiled - Not Proceeding	
9888-112030-01	USA	NEXUS							Unfiled - Not Proceeding	
9888-112031-01	USA	CONNECT							Unfiled - Not Proceeding	

9888-105656-01	USA	CENTIPEDE	9	Modular battery storage systems consisting primarily of utility-scale batteries in enclosures for providing electrical power for electricity grid applications	88/164,245	10/22/2018	6,639,559	2/82022	2/8/2028	2/8/2032	Registered
9888-105689-01	USA	POWIN ENERGY	11, 42	Class 11: Lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	86/521,596	2/2/2015	4,865,706	12/8/2015	12/8/2021 (filed)	12/8/2025	Registered

9888-105805-01	USA	POWIN ENERGY	9	Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	86/299,545	1/5/2016	4,882,384	1/5/2016	1/5/2022 (filed)	1/5/2026	Registered
9888-105848-01	USA	BUILDING THE WORLD'S BEST BATTERIES	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	90/531,355	2/16/2021					Abandoned

				charging stations Class 42: Engineering services; electrical systems design services; design and integration of battery systems					
9888-106715-01	USA	POWIN STACK	9	Modular energy storage system for managing electrical power comprised of battery cells and an electronic regulator that monitors and controls the charging and discharging of rechargeable batteries	90/804,882	6/30/2021		Abandoned	Application was allowed; instructed to take no further action
9888-108632-01	USA	LEADING THE CHARGE						Unfiled - Not Proceeding	

9888-108633-01	USA	ENERGY STORAGE MADE SIMPLE	9, 42	Class 42: Engineering services; electrical systems design services; design and integration of battery systems	97/482,368	6/29/2022	7,559,905	11/5/2024	11/5/2030	11/5/2034	Registered
9888-108634-01	USA	BUILDING THE FUTURE OF ENERGY									Unfiled - Not Proceeding
9888-108890-01	USA	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11:	97/559,144	8/22/2022	7,222,099	11/21/2023	11/21/2029	11/21/2033	Registered

				lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-66	International Registration	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-02	Afghanistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-03	OAPI (via Madrid) **OAPI includes Benin, Burkina Faso, Cameroon, the Central African Republic, Chad, the Comoros, the Congo, Côte d'Ivoire, Equatorial Guinea,	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

	Gabon, Guinea, Guinea-Bissau, Mali, Mauritania, the Niger, Senegal, and Togo			Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-04	Albania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-05	Algeria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-06	Antigua and Barbuda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022		Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-07	Armenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022		Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-08	Australia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022		Pending: Provisional Refusal issued; response due 11/18/25

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-09	Austria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-10	Azerbaijan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-11	Bahrain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-12	Belarus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-13	Belgium (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-14	Bhutan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-15	Bosnia and Herzegovi (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-16	Botswana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-17	Brazil (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/1932	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-18	Brunei Darussalam (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/1932	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-19	Bulgaria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-20	Cape Verde (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/1932	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-21	Cambodia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-22	Canada (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022		Pending; Office Action issued; Response due 7/15/2025

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-23	Chile (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-24	China (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2020	Abandoned

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-25	Colombia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-26	Croatia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-27	Cuba (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-28	Cyprus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-29	Czech Republic (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-30	North Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-31	Denmark (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-32	Egypt (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-33	Estonia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-34	Eswatini/Swaziland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-35	European Union (via Madrid) **European Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece,	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

	Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden			Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-36	Finland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	A0126879	8/31/2022		Abandoned

				charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-37	France (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-38	Gambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-39	Georgia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-40	Germany (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-41	Ghana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-42	Greece (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-43	Hungary (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-44	Iceland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-45	India (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022		Pending

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-46	Indonesia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-47	Iran (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-48	Ireland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-49	Israel (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-50	Italy (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-51	Jamaica (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-52	Japan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-53	Kazakhstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-54	Kenya (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-55	Kyrgizstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-56	Laos (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-57	Latvia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-58	Lesotho (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-59	Liberia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-60	Liechtenstein (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-61	Lithuania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-62	Luxembourg (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-63	Madagascar (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-64	Malawi (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-65	Malaysia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-67	Mexico (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-68	Monaco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-69	Mongolia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-70	Montenegro (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-71	Morocco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-72	Mozambique (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-73	Namibia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-74	Netherlands (via Madrid) **Netherlands includes Netherlands, Aruba, Curaçao and St Maarten	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-75	New Zealand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-76	Macedonia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-77	Norway (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-78	Oman (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-79	Pakistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-80	Philippines (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-81	Poland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-82	Portugal (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022		Abandoned

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888-108890-83	Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Electrical Engineering services; engineering services relating to the design of electronic systems; engineering services for	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

others;
engineering
services in the
field of
electrical
power;
engineering
services
relating to
computer
programmin;
engeneering
services
related to the
disign of
energy
storage
systems;
electrical
systems
design
services;
design and
integration of
battery
systems

9888-108890-84	Moldova (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-85	Romania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-86	Russia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-87	Rwanda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-88	Samoa (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-89	San Marino (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-90	Sao Tome & Principe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-91	Serbia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-92	Sierra Leone (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-93	Singapore (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-94	Slovakia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-95	Slovenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-96	Spain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022		Abandoned

9888-108890-97	Sudan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-98	Sweden (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. (Classes 9 & 42 refused)

9888-108890-99	Switzerland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108914-01	Syria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-02	Tajikistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-03	Thailand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22		Pending

9888-108914-04	Trinidad and Tobage (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108914-05	Tunisia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-06	Turkey (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-07	Turkmenistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-08	Ukraine (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-09	United Arab Emirates (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-10	United Kingdom (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-12	Uzbekistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108914-13	Vietnam (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108914-14	Zambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-15	Zimbabwe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-16	South Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-17	Benelux (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. Includes Belgium, the Netherlands and Luxembourg

9888-111969-66	International Registration	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A0154584	12/30/2024	1837077	12/30/2024	12/30/2034	Registered
9888-111969-02	Australia (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A0154584	12/30/2024				Pending: Provisional Refusal issued; response due 5/25/26
9888-111969-03	European Union (via Madrid) **European Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland,	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A0154584	12/30/2024				Pending Published for opposition (ends 6/10/2025)

	France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands,								
9888-111969-04	United Kingdom (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024			Pending; approved for publication

(iii) DOMAIN NAMES

Domain Name	Owner	Registar	Renewal Date
p0vv1n.com	Powin LLC	GoDaddy	4/16/2026
p0vvin.com	Powin LLC	GoDaddy	4/16/2026
p0vvln.com	Powin LLC	GoDaddy	4/16/2026
p0w1n.com	Powin LLC	GoDaddy	4/16/2026
p0win.com	Powin LLC	GoDaddy	4/16/2026
p0wln.com	Powin LLC	GoDaddy	4/16/2026
povv1n.com	Powin LLC	GoDaddy	4/16/2026
povvin.com	Powin LLC	GoDaddy	4/16/2026
povvln.com	Powin LLC	GoDaddy	4/16/2026
pow1n.com	Powin LLC	GoDaddy	4/16/2026
powin.au	Powin LLC	GoDaddy	3/29/2028
powin.biz	Powin LLC	GoDaddy	1/9/2026
Powin.com	Powin LLC	GoDaddy	11/30/2025
powinchina.com	Powin LLC	GoDaddy	11/8/2027
powinenergy.com	Powin LLC	GoDaddy	4/11/2026
powinrr.com	Powin LLC	GoDaddy	4/16/2026
powintest.com	Powin LLC	GoDaddy	3/18/2026

(iv) All other Intellectual Property owned by the Sellers, including:

a. Source code and related documentation for:
   i. Stack OS = EMS = Dragon = Site Controller
   ii. BMS = Local Controller = Phoenix
   iii. String Controller = Rack BMS
   iv. Pack Controller = Module BMS
   v. Thermal management = Feather
   vi. Kobold
   vii. CCUI
   viii. Product Configurator (v1 and v2)

ix. Cell Group Controller - CGC Firmware
x. Battery Pack Controller - BPC hardware and firmware
xi. Long PLC - for HVAC control
xii. Powin Cloud Infrastructure
xiii. Powin Optimization Platform - POP
xiv. System Ops Dashboard (built on Databricks)
xv. Issue Navigator
xvi. Battery Diagnostics
xvii. Gatekeeper
xviii. SC Debug Utility
xix. BPC Debug Utility

b. Software-related assets (including Intellectual Property), including:
   i. Git actions
   ii. Ansible, Terraform and CDK playbooks
   iii. CI/CD configurations
   iv. Test pipeline automation
   v. All domain names owned by Powin, including all content thereon and all necessary access and transfer credentials therefor
   vi. Assumption of the following IT systems, including related credentials:
      1. Amazon Web Services org
      2. Slack
      3. Sharepoint
      4. Atlassian (Confluence, Jira, Bitbucket)
      5. Arena PLM
      6. DataBricks
      7. Zuper
      8. Kobold
      9. HighQ
      10. ZenDesk
      11. PowerBi
      12. SalesForce

c. Hardware-related assets (including Intellectual Property), including:
   i. Products (including any subcomponents)
      1. Powin Container
      2. Powin Centipede
      3. Powin Pod
   ii. Related Documentation

1. Mechanical drawings
2. 3D CAD models
3. Bills of material (BOMs)
4. Manufacturing SOPs
5. Revision history
6. Contract manufacturing partner agreements
7. Container designs

iii. Firmware related to the foregoing

d. All documentation and Records related to Powin's operations, including:
   i. ROC / Performance
      1. All Root Cause Analyses (RCAs) / quality reports and supporting documentation
      2. Full remote site connection catalogue (BeyondTrust + customer specific connections)
      3. All historical performance documentation (analytics reports, availability, SOH)
   ii. All project documentation (drawings, POs, network designs, control narratives)
   iii. All network documentation
   iv. All supplier details and information
   v. All SOPs
   vi. ASP Portfolio bids
   vii. Services playbook with all relative links
   viii. Services Confluence page with all relative links
   ix. Balancing procedure
   x. Commissioning Procedure
   xi. PM Checklists per site
   xii. Technical Training curriculum and documentation
   xiii. Technical Training offerings
   xiv. Customer / cleint spreadsheet, including all related information (e.g., PCS, length of time in service, etc.)
   xv. Pricing and cost worksheet
   xvi. All data contained in Powin's Slack channels
e. Others:
   i. Cell Group Controller - CGC Firmware
   ii. Battery Pack Controller - BPC hardware and firmware
   iii. Long PLC - for HVAC control
   iv. Powin Cloud Infrastructure
   v. Redis
   vi. Apache Airflow
   vii. Powin Optimization Platform – POP

viii. System Ops Dashboard (built on Databricks)
ix. Issue Navigator
x. Battery Diagnostics
xi. Rodbus and JlibModbus
xii. Gatekeeper
xiii. Proxmox
xiv. Syslogd
xv. Google Protobuf
xvi. SC Debug Utility
xvii. BPC Debug Utility

Schedule 2.1(d)

EQUIPMENT, LEASEHOLD IMPROVEMENTS; MACHINERY

Included Warehouses & 3PLs	Classification
Hub @ 202 Ownco (Mesa), Incl Fixed Assets	Powin Warehouse
Lu Pacific Properties, LLC (Tualatin), Incl Fixed Assets	Powin Warehouse
RH	3PL
8 Loop	3PL
Trivergix	3PL
OneSource	3PL
Welldex	3PL
SourceOne	3PL
ATS	3PL
American Lamprecht	3PL
Prolift	3PL
Expeditors	3PL

Mesa Fixed Assets	
Matrix Networks - Wireless Survey	Mesa, AZ
Matrix Networks - Quote 7770 Arizona Warehouse	Mesa, AZ
Signtastic - Non-illuminated signage P = 5' tall, Powin = 16" tall	Mesa, AZ
Integrity Electrical Services Company - Electrical work for Mesa Warehouse. Adding outlets in office and warehouse	Mesa, AZ
Copytronix - MFC CDW Printer - L9570	Mesa, AZ
Copytronix - MFC CDW Printer - L9570	Mesa, AZ
Copytronix - MFC CDW Printer - L9570	Mesa, AZ
Southwest Mobile Storage (SMS) - 40' Custom Container	Mesa, AZ
Arnold Machinery Company - Ride on Scrubber	Mesa, AZ
Installation of Mesa Brivo Access Control System	Mesa, AZ
BPA Services, intall door access control to mesa warehouse	Mesa, AZ
Signtastic - Non-illuminated signage P = 5' tall, Powin = 16" tall (Second Payment PPE-317)	Mesa, AZ
Arnold Machinery Company - Pallet Racking 25' Selective Rack	Mesa, AZ
Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ
Solar Art - Warehouse Window Tinting	Mesa, AZ
Integrity Electrical Services Company - Warehouse Electrical Panel, Transformer Circuits (Mesa)	Mesa, AZ

Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ
Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ
Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ

Tualatin Fixed Assets	
750kVa Dry-Type Transformer	Tualatin, OR
Expedited Shipping	Tualatin, OR
VAVE Implementation	Tualatin, OR
Powin - Construction - Powin LLC FINAL	Tualatin, OR
Reclass Metro Access Control Invoice 226847	Tualatin, OR
Reclass Metro Access Control Invoice 227349	Tualatin, OR
Reclass Metro Access Control Invoice 226991	Tualatin, OR
6th Fl Double Storefront Herculite Glass Doors w/ Dual Maglocks	Tualatin, OR
4ea ($10,000) Expedited Fee for delivery in less than 6 months	Tualatin, OR
4ea ($65,000.00) CAB1000/AC Outdoor Rated 630/690V, 3L.2 Options: +GND FAULT, +GFD RES	Tualatin, OR
4ea ($2000) Handling & Crating	Tualatin, OR
INV# 180731-07	Tualatin, OR
INV# 180731-07	Tualatin, OR
PO-2868 (April Progress Billing)	Tualatin, OR
PO-2868 (May Progress Billing)	Tualatin, OR
PO-2868 (June Progress Billing)	Tualatin, OR
Project 180731 CCN#2 (see attached)	Tualatin, OR
1119057-00 TestEquity LLC Line Item 1 on Quote: FLUKE-NORMA 6004 POWER QUALITY PORTABLE POWER ANALYZER WITHOUT SPEED & TORQUE,FOURCHANNEL MFG Prod: FLUKE-NORMA 6004	Tualatin, OR
Sheldon Manufacturing, Inc - 120V INCUBATOR - SMI31-ZZMFG	Tualatin, OR
Furniture & Fixtures (35) Vex Chairs	Tualatin, OR
1980004-001 Design + Build Design + Build	Tualatin, OR
1980004-002 Design + Build RE: Powin - Construction - Powin LLC. Powin Construction project #1980004, Application 002.	Tualatin, OR
1980004-003 Design + Build RE: Powin - Construction - Powin LLC	Tualatin, OR
9714035095 Celestica Oregon LLC Top-Cap HVAC Enclosure Design	Tualatin, OR
1980004-005 Design + Build RE: Powin - Construction - Powin LLC	Tualatin, OR
146172 Encompass Technologies Encompass Technologies	Tualatin, OR
0220367 Rose City Moving & Storage Rose City Moving & Storage	Tualatin, OR
C220414-PWI Bergstrom China Shipping	Tualatin, OR
C220414-PWI Bergstrom China This is for 4 prototype HVAC units	Tualatin, OR

C2280066-PWI Bergstrom China Tooling for Case Upper& Bottom	Tualatin, OR
1980004-004 Design + Build RE: Powin - Construction - Powin LLC	Tualatin, OR
JPMCC - ESCHENBRENNER JASON - WALMART.COM AA	Tualatin, OR
MARCH PROGRESS BILLING	Tualatin, OR
Jaunuary Progress billing PO-2868	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
CPS-1500 Energy Storage Inverter (including all tariffs	Tualatin, OR
Conference Table	Tualatin, OR
Conference Table	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
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Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Moxa SFP-1FESLC-T Network Transceivers	Tualatin, OR
Crimper tool for the Lab to use for Crimping cables, etc.	Tualatin, OR
Crimper tool for the Lab to use for Crimping cables, etc.	Tualatin, OR
Furniture & Fixtures Tualatin Office	Tualatin, OR
Dynapower Company - Compact Power System Inverter - INV-CPS	Tualatin, OR
Make: Instek Model: ASR-2100R https://www.tequipment.net/Instek/ASR-2100R/AC/DC-Power-Supplies/?Source=googleshopping&msclkid=8928a126524b11ec8ecbd60666e19a6a	Tualatin, OR
Inverter, Compact Power System	Tualatin, OR
Dynapower Company - Compact Power System Inverter - INV-CPS	Tualatin, OR
CPS-1500, outdoor rated, for Finway lab	Tualatin, OR
Stack 360 FAT stations (Finway office)	Tualatin, OR
Auxilliary voltage inputs	Tualatin, OR

Design & Planning Services for Tualatin Office Remodel by Design+Build	Tualatin, OR
Stack 750E Test Equipment from Finway w/Freight	Tualatin, OR
Sunbelt Soloman 275KVA Dry Type Transformer for R&D	Tualatin, OR
EA-PSB 10200-420 30,000W Bidirectional Power Supply	Tualatin, OR
2 x SMI31-ZZMFG SMI31 INCUBATOR, 120V CUSTOM	Tualatin, OR
2 x SMI31-ZZMFG SMI31 INCUBATOR, 120V CUSTOM	Tualatin, OR
Mouser 372-DSOX3014T-USWW Oscilloscope w/Mouser 372-EDU36311A-USWW Power Supply	Tualatin, OR
ULINE H-1675 Semi-Automatic Stretch Wrap Machine w/ULINE H-1071 Optional Ramp	Tualatin, OR
ETAP License for SA 300 BUS Upgrade	Tualatin, OR
Weiss Technik- Test chamber	Tualatin, OR
Dell OptiPlex 7090 Desktop i5/16GB	Tualatin, OR
2019 Nissan Leaf SL (Blake Frye)	Tualatin, OR
Transcat Battery HI tester	Tualatin, OR
Alled Electronic Oscilloscope Probe 1.5GHz	Tualatin, OR
16in Macbook- Adam Ducharme	Tualatin, OR
Sheldon Manufacturing- Incubators	Tualatin, OR
Elektro Automatik EA-PSI	Tualatin, OR
ETAP License for SA 300 BUS	Tualatin, OR
Arbin Instruments- LBT 5V-150A, 24ch	Tualatin, OR
Arbin Instruments- LBT 5V-150A, 24ch	Tualatin, OR
Arbin Instruments- LBT 5V-150A, 24ch	Tualatin, OR
Arbin Instruments- LBT 5V-150A, 24ch	Tualatin, OR
Arbin Instruments- RBT 60V-300A, 8ch	Tualatin, OR
Arbin Instruments- RBT 60V-300A, 8ch	Tualatin, OR
Fluke- 3540	Tualatin, OR
EMS Panel	Tualatin, OR
Powin Energy HVAC Control	Tualatin, OR
Stack 230 G2.2, 180A/180A current, 528V~ 964VDC, AC 220V	Tualatin, OR
Stack 225 G2.2, 180A/180A current, 528V~ 964VDC, CATL 271Ah cell, AC 110V	Tualatin, OR
Solidworks Professional Subscriptions	Tualatin, OR
ARM- MDK Professional Edition Perpetual license	Tualatin, OR
Lenovo ThinkPad P59 Mobile Workstation	Tualatin, OR
HP Z4 G4 Workstation	Tualatin, OR
Lenovo ThinkPad P73 Mobile Workstation	Tualatin, OR

Stack 230	Tualatin, OR
Eaton Cutler Hammer	Tualatin, OR
ARK Computer	Tualatin, OR
Lenovo ThinkPad P73 Mobile Workstation	Tualatin, OR
Apple Computer	Tualatin, OR
PE Website design	Tualatin, OR
Arbin Battery Charger	Tualatin, OR
Arbin Battery Charger	Tualatin, OR
Stack 225	Tualatin, OR
PE Website design	Tualatin, OR
Gen 2. 0 Stack 140	Tualatin, OR
Christenson Electric, Inc.	Tualatin, OR
PE Website design	Tualatin, OR
BT-5HC-5V-100A-4; TOTAL CH:4 + CABLE/AUX	Tualatin, OR
Test Equipment- Oscilliscope	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Fiber Data	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Fiber Data	Tualatin, OR
PO-6849 - Lab Renovations Phase 1A - Provide and install 1 Fiber Termination box, provide 1 single strand FO to existing lab.	Tualatin, OR
Architectural consulting services for lab budget and code analysis. Preparation for AHJ engagement. Part of the cost has already been billed out and paid. Our remaining due is 6,137.71	Tualatin, OR
Arbin Instruments - Test Bench - SYS-LBT21024HC-0	Tualatin, OR
Arbin Instruments - Test Bench - SYS-LBT21024HC-0	Tualatin, OR
Arbin Instruments - Test Bench - SYS-LBT21024HC-0	Tualatin, OR
Speedrack West - 9 Rows of Pallet Rack	Tualatin, OR
On Logic - Mitac 21.5” Thin Industrial Panel PC - D210-11KS	Tualatin, OR
Sizing Tool V1	Tualatin, OR
Cornerstone Web Studio - Website design	Tualatin, OR
Six Feet Up - Sizing Tool v2.0 Implementation	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - 2 Stack 360 Test Bed	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Auxilary Power Panel	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Design / Permits	Tualatin, OR
Lab Centipede A/C Units. Added(4) 30A 120v circuits add NEMA L5-30 twist lock receptacles for Centipede A/C units.	Tualatin, OR
Relocate water main and backflow device in lab	Tualatin, OR
Capitol Electric - Tualatin Lab Data Drop (Boxes/Conduit/Cabling/Patch Panel/) 39 Data Locations	Tualatin, OR
EKS buss bar connections for lab expansion phase 1A	Tualatin, OR

Capitol Electric - Tualatin Lab Data Drop RMA Work Stations	Tualatin, OR
Asset - Buildings & Improvements. PO-6657. Added work per Jeff Lerno - Move 2 centipedes from old lab to new lab on 3/6. Added work per Jeff Lerno - move SMA Inverter from existing lab to new lab on 3/13	Tualatin, OR
Keysight Technologies - Oscilloscope, 4-channel 100MHz - DSOX3014T	Tualatin, OR
Speedrack West - 3 Rows of Pallet Rack	Tualatin, OR
Speedrack West - Replace wood decking with wire decking	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Centipede Stack 750 Test Bed	Tualatin, OR
PO-5603 - Lab Renovation Phase 1A - Centipede Stack 750 Test Bed	Tualatin, OR
Arbin Instruments - 80 Auxiliary Voltage Inputs +/-5V	Tualatin, OR
EPC Power Corp - DC Precharge Bracket - CAB1000	Tualatin, OR
EPC Power Corp - DC Precharge Bracket - CAB1000	Tualatin, OR
EPC Power Corp - DC Precharge Bracket - CAB1000	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
PO-4213 - 2000A 480V Manual Transfer Switch	Tualatin, OR
PO-4213 - General Purpose Dry-Type Transformer - 450kVA	Tualatin, OR
PO-4213 - General Purpose Dry-Type Transformer - 450 kVA	Tualatin, OR
Tualatin Remodel - Tualatin Remodel	Tualatin, OR
PO-5647 - Securty fence for RMA stored goods	Tualatin, OR
An extra injection point needs to be added to have a good mold flow for a plastic tool P10900-07000-213	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Outdoor Fisheye Camera - CF81-E	Tualatin, OR
Tech Heads - Fortinet FortiGate 90G - FG-90G-BDL-950-3	Tualatin, OR
Tech Heads - Fortinet FortiGate 90G - FG-90G-BDL-950-3	Tualatin, OR
Indoor and Outdoor Cameras, Mounts, Viewing Stations and Licenses	Tualatin, OR
Capital Electric - AC/DC Wiring Connections Centipede 1&2	Tualatin, OR
Arbin Instruments - Test Bench - SYS-LBT21024HC-0	Tualatin, OR

Experience Knowledge Strategy (EKS) - PPC for Waratah Test Bench	Tualatin, OR
Grainger - Hand Wheel Stand 250LB - FGS-250W	Tualatin, OR
Capitol Electric - 500kva Solar Duty Transformers/Disconnects	Tualatin, OR
Capitol Electric - 500kva Solar Duty Transformers/Disconnects	Tualatin, OR
Capitol Electric - 500kva Solar Duty Transformers/Disconnects	Tualatin, OR
Capitol Electric - 1000kva Transformer/Disconnect	Tualatin, OR
Finway - Hardware Test Kit for 750 String Controller	Tualatin, OR
Rack Lift Offroad Wheels	Tualatin, OR
Rack Lift Offroad Wheels	Tualatin, OR
Arbin Instruments - Test Bench - SYS-LBT21024HC-0	Tualatin, OR
2X-INV-CPS Inverter. Compact Power System	Tualatin, OR
Experience Knowledge Strategy (EKS) - Redundancy PPC	Tualatin, OR
Bull Mountain Heating and Cooling - Mitsubisih Electric Air Conditioner - PUY-A18NKA7	Tualatin, OR
Bull Mountain Heating and Cooling - Mitsubisih Electric Air Conditioner - PUY-A18NKA7	Tualatin, OR
Asset - Machinery, Tooling & Equipment	Tualatin, OR
Weiss Technik - Test Chamber - ZPS-32-6-SCT/AC	Tualatin, OR
Tequipment - FED Drying/Heating Chambers Avantgarde 743 L, 208 V 3 ph 60Hz - FED720UL-208V	Tualatin, OR
12 Grey conference room chairs for field office	Tualatin, OR
Office and Commerical Furniture	Tualatin, OR
Capitol Electric - Testbed 4 Installation	Tualatin, OR
Capitol Electric - Testbed 5 Installation	Tualatin, OR
Capitol Electric - Testbed 7 Installation	Tualatin, OR
Capitol Electric - Testbed 8 Installation	Tualatin, OR
Capitol Electric - Collection Segment Feeder	Tualatin, OR
Tequipment - FED Drying/Heating Chambers Avantgarde 743 L, 208 V 3 ph 60Hz - FED720UL-208V	Tualatin, OR
Tequipment - FED Drying/Heating Chambers Avantgarde 743 L, 208 V 3 ph 60Hz - FED720UL-208V	Tualatin, OR
Tequipment - FED Drying/Heating Chambers Avantgarde 743 L, 208 V 3 ph 60Hz - FED720UL-208V	Tualatin, OR
Tualatin Remodel - Tualatin Remodel	Tualatin, OR
Curcuits Added to Building_Tualian Warehouse_Invoices=90381_90600_90601	Tualatin, OR
MCPc - Dell PowerEdge R550 Server - E-B-00412	Tualatin, OR
Capitol Electric - Switchgear Breakers	Tualatin, OR
Weiss Technik North America - Test Chamber - ZP2421461	Tualatin, OR
EMC Shop - Surge4-5 Combo Wave Generator for IEC - 61000-4-5	Tualatin, OR
EPC Inverter	Tualatin, OR

Schedule 2.2(j)

EXCLUDED ASSETS OF POWIN EKS SELLCO LLC

Minority equity interests (20%) of EKS Holdco, LLC held by Powin EKS SellCo LLC.

Schedule 2.6

ASSUMED CONTRACT LIST

None.

Schedule 5.3

CONDUCT OF BUSINESS

1. Matters not impacting the Business (i.e., rejection of contracts and abandonment of property for other Powin historical business lines that are unrelated to the Business).

2. Implementation of the LTSA Program, as defined in that certain Order Granting Motion of The Debtors for Entry of an Order (I) Authorizing the Debtors to Enter into New Customer Program with Existing Customers and (II) Granting Related Relief approved by the Bankruptcy Court on June 13, 2025 under Docket number 62; provided, however, that the Sellers may not enter into any Contract in connection with the LTSA Program without obtaining Buyer's consent in accordance with Section 5.3 of the Agreement.

DISCLOSURE SCHEDULE

to the

ASSET PURCHASE AGREEMENT

by and among

FLEXGEN POWER SYSTEMS, LLC

and

POWIN, LLC

and

its direct and indirect subsidiaries signatory thereto

July 6, 2025

Schedule 3.3(b)

NONCONTRAVENTION; CONSENTS AND APPROVALS

None.

Schedule 3.4(a)

COMPLIANCE WITH LAWS

The Environment Agency Enforcement Notice described in Schedule 3.8 below.

Schedule 3.6

CONTRACTS

1. Confidentiality Agreements with the US Employees listed attached.
2. Equipment Lease Agreement by and between BMO Harris Bank N.A. and Powin, LLC, dated October 12, 2023.
3. Equipment Lease Agreement by and between BMO Harris Bank N.A. and Powin, LLC, dated December 28, 2023.
4. Master Lease Agreement by and between Toyotalift of Arizona, Inc. and Powin, LLC, dated March 3, 2024.
5. Limited Third-Party Logistics Storage Agreement by and between Prolift Rigging Company, LLC and Powin, LLC, dated as of July 23, 2024.
6. Limited Third-Party Logistics Storage Agreement by and between Mesa Logistics Group, LLC and Powin, LLC, dated as of October 14, 2024.
7. See attached.

Employee Number	Employee Email	Last Name	First Name	Confidentiality & IP Agreement on File?	Date Signed
100020	sanjanar@powin.com	Ramakrishnan	Sanjana	Yes	1/9/19
100023	lauraa@powin.com	Adams	Laura	Yes	4/16/19
100026	jack.hsu@powin.com	Hsu	Kuo Chun	Yes	5/20/19
100028	benoitl@powin.com	Lombard	Benoit	Yes	7/29/19
100044	conwayt@powin.com	Tang	Conway	Yes	3/24/20
100050	alenam@powin.com	Mitchell	Alena	Yes	5/13/20
100086	kiand@powin.com	Dashti	Kian	Yes	10/17/20
100092	scottm@powin.com	Mcgregor	Scott	Yes	11/2/20
100101	chrisboscawen@powin.com	Boscawen	Christopher	Yes	12/21/20
100122	mike.engle@powin.com	Engle	Michael	No	
100154	vytha.vadlamani@powin.com	Vadlamani	Vythahavya	Yes	5/17/24
100156	mark.french@powin.com	French	Mark	No	
100161	norman.farquhar@powin.com	Farquhar	Norman	No	
100163	gary.kuper@powin.com	Kuper	Gary	No	
100172	brian.kane@powin.com	Kane	Brian	No	
100185	tyson.silva@powin.com	Silva	Tyson	No	
100204	matthew.eide@powin.com	Eide	Matthew	No	
100206	james.harris@powin.com	Harris	James	No	
100221	linsey.raterink@powin.com	Raterink	Linsey	No	
100239	reuben.goldstein@powin.com	Goldstein	Reuben	No	
100248	blake.carpenter@powin.com	Carpenter	Blake	No	
100253	scott.benedetti@powin.com	Benedetti	Scott	No	
100254	antonya.johnston@powin.com	Johnston	Antonya	No	
100258	lindsey.winner@powin.com	Winner	Lindsey	No	
100268	casey.verica@powin.com	Verica	Casey	No	
100291	brittney.malhoit@powin.com	Malhoit	Brittney	Yes	5/19/22
100301	joshua.rayborn@powin.com	Rayborn	Joshua	Yes	5/31/22
100306	lisa.veber@powin.com	Veber	Lisa	Yes	5/26/22
100314	christopher.broeke@powin.com	Broeke	Christopher	Yes	6/10/22
100317	justin.mingus@powin.com	Mingus	Justin	Yes	9/15/22

100383	chad.paulson@powin.com	Paulson	Chad	Yes	8/21/22
100388	joshua.lacy@powin.com	Lacy	Joshua	Yes	8/23/22
100398	thomas.richards@powin.com	Richards	Thomas	Yes	9/5/22
100407	edward.fisher@powin.com	Fisher	Edward James	Yes	9/9/22
100426	cory.dinkle@powin.com	Dinkle	Cory	Yes	9/23/22
100481	chris.baker@powin.com	Baker	Christopher	Yes	10/24/22
100488	mahesh.sathe@powin.com	Sathe	Mahesh	Yes	11/8/22
100491	william.mcdonnell@powin.com	McDonnell	William	Yes	11/22/22
100501	samuel.donohue@powin.com	Donohue	Samuel	Yes	12/14/22
100503	braden.harwood@powin.com	Harwood	Braden	Yes	12/20/22
100512	adam.cordova@powin.com	Cordova	Adam	Yes	1/4/23
100517	ben.adams@powin.com	Adams	Benjamin	Yes	1/9/23
100522	kristine.mushkevych@powin.com	Mushkevych	Khrystyna	Yes	1/17/23
100535	lauren.smiley@powin.com	Smiley	Lauren	Yes	2/13/23
100594	jay.schwartz@powin.com	Schwartz	Jay	Yes	4/10/23
100598	sergey.makarenko@powin.com	Makarenko	Sergey	Yes	4/17/23
100599	chris.howard@powin.com	Howard	Christopher	Yes	3/31/23
100651	antonio.brunson@powin.com	Brunson	Antonio	Yes	6/5/23
100675	janice.mahn@powin.com	Mahn	Janice	Yes	6/21/23
100680	richard.romano@powin.com	Romano	Richard	Yes	7/11/23
100697	kevin.jenkins@powin.com	Jenkins	Kevin	Yes	7/21/23
100706	christian.ovchinikov@powin.com	Ovchinikov	Christian	Yes	8/5/23
100718	dean.beckley@powin.com	Beckley	Dean	Yes	8/16/23
100729	dustin.rogers@powin.com	Rogers	Dustin	Yes	7/26/23
100735	natalie.kau@powin.com	Kau	Natalie	Yes	8/25/23
100774	Connor.Mueth@powin.com	Mueth	Connor	Yes	10/26/23
100808	jenna.rutherdale@powin.com	Rutherdale Fisher	Jenna	Yes	12/14/23
100817	james.shiou@powin.com	Shiou	James	Yes	12/8/23
100831	arielle.pacheco@powin.com	Pacheco	Arielle	Yes	1/10/24
100853	mark.walters@powin.com	Walters	Mark	Yes	1/19/24
100864	kyle.adams@powin.com	Adams	Kyle	Yes	2/6/24
100917	colin.hutchinson@powin.com	Hutchinson	Colin	Yes	4/24/24

100920	kirk.fleischhauer@powin.com	Fleischhauer	Kirk	Yes	4/26/24
100993	angela.kendall@powin.com	Sprecher	Angela	Yes	6/25/24
100997	luke.wilson@powin.com	Wilson	Luke	No	
101013	dylan.kenny@powin.com	Kenny	Dylan	No	
101014	Tyler.speas@powin.com	Speas	Tyler	No	
101051	freddy.banks@powin.com	Banks	Freddy	No	
101056	waylen.rinderer@powin.com	Rinderer	Waylen	No	
101063	moriah.milan@powin.com	Milan	Moriah	No	
101075	zack.qi@powin.com	Qi	Zhao	No	
101097	beth.hale@powin.com	Hale	Beth	No	
101147	tyler.schuetze@powin.com	Schuetze	Tyler	No	
101157	mary.kahl@powin.com	Kahl	Mary	No	
101161	kevin.paprzycki@powin.com	Paprzycki	Kevin	No	

Contract Management - Contract information - Lease Agreements

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Contract/Document Expiry Date*	Department*	Folder	Contract/Document Status
BMO Harris Bank N.A.- Powin - Equipment Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	10/12/2023		ISC - Manufacturing	/Supplier Contracts/ISC/Manufacturing/Executed	Executed
BMO Harris Bank N.A.- Powin - Large forklift Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	12/28/2023		ISC - Manufacturing	/Supplier Contracts/ISC/Manufacturing/Executed	Executed
Toyotalift of Arizona, Inc. - Powin, LLC - Master Lease Agreement - 03.04.2024	Equipment Lease Agreement	Toyotalift of Arizona, Inc.	03/04/2024	03/04/2030	ISC - Manufacturing	/Supplier Contracts/ISC/Manufacturing/Executed	Executed
3U Millikan LLC - Powin - Lease agreement California - 2016	Lease Agreement	3U Millikan LLC	10/12/2016		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
ACRE Management - Powin Energy Operating LLC - Commercial Sublease Agreement - 05.16.2025	Lease Agreement	ACRE Management	05/16/2025	10/31/2027	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Ampere Company, LLC - Powin, LLC - Sublease Field Office - 11.01.2021	Lease Agreement	Ampere Computing LLC	11/01/2021		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Field Office Property LLC - Powin, LLC - Office Lease - 01.01.2024	Lease Agreement	Field Office Property, LLC	01/01/2024		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Fora - Powin UK Ltd - Virtual Office - 1.18.2024	Lease Agreement	Esselco Services LLP (Fora)	01/18/2024		Legal	/Supplier Contracts/ISC/Facilities/Executed	Executed
Joseph Lu - Powin LLC Qingdao Office - Qingdao Office Lease Contract- 10.01.2023	Lease Agreement	Joseph Lu	10/01/2023	09/30/2026	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Madrid Office_Networkia - Powin - ANNEX to the Service Agreement - change of party - 04.01.2024	Lease Agreement	Networkia Cuzko, S.L.	04/01/2024		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Madrid Office_Networkia - Powin LLC - Annex to Office Agreement Cuzco Spain - 02.15.2024	Lease Agreement	Networkia Cuzko, S.L.	02/15/2024		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Madrid Office_Networkia - Powin LLC - Office Agreement Cuzco Spain - 03.24.2023	Lease Agreement	Networkia Cuzko, S.L.	03/24/2023		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Melbourne Office_Collective 100 - Powin Australia Pty Ltd - Membership Agreement - 07.27.2023	Lease Agreement	Collective 100	07/27/2023		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Melbourne Office_Collective_100 - Powin Australia Pty Ltd - Membership Agreement - 2025	Lease Agreement	Collective 100 Pty Ltd.	04/04/2025		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Melbourne Office_Collective_100 Membership Agreement - Powin - 05.14.2024	Lease Agreement	Collective_100	06/03/2024	06/02/2025	Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Mesa Warehouse_HUB@202 OWNCO LLC - POWIN LLC - Arizona warehouse INDUSTRIAL LEASE - 08.02.2023	Lease Agreement	HUB @ 202 OWNCO, LLC	08/02/2023		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Miami Office_2022.12.02 Commencement Date Memo - Powin Energy	Lease Agreement	MADISON-OFC BRICKELL FL LLC	12/02/2022		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Miami Office_Brickell City Tower - Powin Energy Operating, LLC - Lease - 04.08.22	Lease Agreement	Madison-OFC Brickell FL LLC	11/08/2022	12/01/2027	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Portland Office_NP MachineWorks LLC - Powin, LLC - Multi-Tenant Office Lease - 04.08.2024	Lease Agreement	NP MachineWorks LLC	06/01/2024	08/31/2027	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Amendment Agreement - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/28/2023		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Contract-PTC - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/01/2023		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin Taiwan Lease Agreement	Lease Agreement	Pepsi International Business Co.	01/09/2024	01/09/2025	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Qingdao Office Lease Contract - 1	Lease Agreement	Wangjiao Plaza	10/01/2023	09/30/2026	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Qingdao Office Lease Contract-2	Lease Agreement	Wangjiao Plaza	10/01/2023	09/30/2026	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Qingdao Office_Cheng Yu New Materials - Powin (Qingdao) - Pwin LLC - Termination agreement - 05.07.2024	Lease Agreement	Qingdao Cheng Yu New Materials Co. Ltd.	05/07/2024		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed

Qingdao Shunneng Machinery Co., Ltd. - Powin (Qingdao) New Energy Co., Ltd. - Lease Contract - 08.07.2024	Lease Agreement	Qingdao Shunneng Machinery Co., Ltd.	08/07/2024	08/08/2029	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Tualatin Office_Lu Pacific Properties - Powin Energy Corporation - Tualatin Lease Agreement 2021	Lease Agreement	LU PACIFIC PROPERITIES, LLC	12/14/2020		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin RISE Realty 80 SW 8th St oct 15 2024 Signed Copy	Exclusive Right Agreement	KAD Equity Inc. d/b/a Rise Realt			ISC - Facilities	/Supplier Contracts/ISC/Facilities/Drafts	Draft
20180830 -First Amendment to Sublease Agreement	Lease Agreement	PPA Grand Johanna LLC	08/31/2018			/Customer Contracts (EXECUTED)/Southern California Edison Company/PPA Grand Johanna LLC	Executed
20190921 - Second Amendment to Millikan Sublease executed	Lease Agreement	PPA Grand Johanna LLC	09/21/2018			/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed
Milikan Lease	Lease Agreement	3U Millikan LLC	10/12/2016	01/09/2027		/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed
Sublease (Fully Compiled)	Lease Agreement	PPA Grand Johanna LLC	01/01/2017			/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed
Third Amendment to the Sublease	Lease Agreement	PPA Grand Johanna LLC	01/15/2019			/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed



Contract Management - Contract information - ESA, Framw, LNTP, LTSA, MSA, MOU, PO, Purch, TEA

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Acelliant-Powin-Microsoft 365 Order Form-03052025	Purchase Order	Axelliant	03/04/2025	Technology
TechHeads-Powin-THInc Ops MSA-03182022	Master Service Agreement	TechHeads	03/18/2022	Technology
Logicalis-Powin-Internet Access-04112024	Purchase Order	Logicalis	04/18/2024	Technology
TechHeads-Powin-2024 CSP Annual Agreement-03062024	Purchase Order	TechHeads	03/06/2024	Technology
OfficeSpace-Powin-OrderForm-12152024	Purchase Order	OfficeSpace Software, Inc.	12/15/2024	Technology
OfficeSpace-Powin-OrderForm-12152023	Purchase Order	OfficeSpace Software, Inc.	12/15/2023	Technology
OnlineBusinessSystems-Powin-MSA-02262021	Master Service Agreement	Online Enterprises, Inc.	02/26/2021	Technology
Procore-Powin-OrderForm-12212024	Purchase Order	Procore Technologies, Inc.	12/27/2024	Technology
RFPIO-Powin-OrderForm05032022	Purchase Order	RFPIO, Inc.	05/03/2022	Technology
TravelIncorporated-Powin-MSA-06292023	Master Service Agreement	Travel Incorporated	06/29/2023	Human Resources
LucidSoftwareInc.-Powin-Order Form-1.27.2025	Purchase Order	Lucid Software, Inc.	01/27/2025	Technology
Techheads-Powin-Order Form-KnowBe4-6.11.2024	Purchase Order	TechHeads, LLC	06/11/2024	Technology
InternationalSOS-Powin-MSA-06/30/2023	Master Service Agreement	International SOS Assistance, Inc.	06/30/2023	Technology
JAMF-Powin-Order Form-3.2.2025	Purchase Order	Jamf Software, LLC	03/02/2025	Technology
Concur-Powin-OrderForm-06-12-2023	Purchase Order	Concur Technologies, Inc.	06/12/2023	Technology
ConcurTechnologiesInc-Powin-OrderForm-02-20-2024	Purchase Order	Concur Technologies, Inc.	02/20/2024	Technology
GoFireFlyInc-Powin-OrderForm-1.31.2025	Purchase Order	Go Fire Fly, Inc.	01/31/2025	Technology
Salesforce-Slack-Powin-11/24/2025	Master Service Agreement	Salesforce, Inc	12/15/2024	Technology
Resilience360Inc-Powin-OrderForm-10.31.2023	Purchase Order	Resilience360, INC.	10/31/2023	Technology
SmartSheet-Powin-OrderForm-12/31/2024	Purchase Order	Smartsheet	12/31/2024	Technology
Smartsheet-Powin-OrderForm-07-37-2024	Purchase Order	Smartsheet	07/31/2024	Technology
Smartsheet-Powin-OrderForm-1-13-2025	Purchase Order	Smartsheet	01/10/2025	Technology
DassaultSystemesSolidworksCorporation-Powin-MSA-10-23-2023	Master Service Agreement	Dassault Systemes SolidWorks Corporation	10/25/2023	Technology
GoEngineer-Powin-Order Form Dymola-4.4.2025	Purchasing Agreement	GoEngineer	04/04/2025	Technology
Solution7-Powin-OrderForm-11-27-2024	Purchase Order	Solution 7 Limited	11/27/2024	Technology
Docusign-Powin-Order Form-1.31.2025	Purchase Order	Docusign, Inc.	01/31/2025	Technology
TechHeads-Verkada-Powin-OrderForm-04-24-2024	Purchase Order	TechHeads	04/24/2024	Technology
Deel, Inc.-Powin- Order Form-12.27.2024	Purchasing Agreement	Deel, Inc.	12/27/2024	Technology
TechHeads-Verkada-Powin-OrderForm-05-23-2023	Purchase Order	TechHeads	05/23/2023	Technology
Astound-Powin-ServiceOrder05-26-2023	Purchase Order	Astound Business Solutions, LLC	05/26/2023	Technology
CTX-Powin-Order Form-ZebraOne Care-1.16.2024	Purchasing Agreement	CTX	01/16/2024	Technology
Comcast-Powin-PDX Move Order Form-10_2_2024	Purchase Order	Comcast Cable Communications Management, LLC	10/02/2024	Technology
Crowe LLP-Powin-MSA-YHireProgram-1.3.2024	Master Service Agreement	Crowe, LLP	01/03/2024	Technology

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
ConductorOne-Powin-Order Form-12.21.2023	Purchase Order	ConductorOne, Inc.	12/21/2023	Technology
Zoom-Powin-Amendment-01292024	Purchase Order	Zoom	01/30/2024	Technology
Comcast-Powin-PDX Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021	Technology
TechHeadsArcticWolf-Powin-OrderForm03012025	Purchase Order	TechHeads	03/01/2025	Technology
Comcast-Powin-HQ Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021	Technology
Celigo Inc-Powin-Order Form-04.17.2025	Purchase Order	Celigo, Inc.	04/17/2025	Technology
PTCInc-Powin-MSAAmendment-03-31-2025	Master Service Agreement	PTC, Inc.	03/31/2025	Technology
AgileBits-Powin-MSA02-27-2025.docx	Master Service Agreement	AgileBits	02/27/2025	Technology
powin-Alliant - Consulting Services Agreement amendment 1 -05.19.2025	Master Service Agreement	Alliant Insurance Services, Inc.	05/19/2025	Human Resources
Beneficiary Enrollment (Rider C) - Santa Paula Energy Storage - Powin Energy 180612	Technology Escrow Agreement	Santa Paula Energy Storage, LLC		Technology
Rider C - KCE-Powin PEC (Construction Projects)(NRF 12.31).DOCX	Technology Escrow Agreement	KCE Texas Holdings 2020, LLC	01/13/2021	
GreEnergy - POWIN - ASP MSA - 05.21.2025.docx	Master Service Agreement - ASP	GreEnergy Resources, LLC	05/21/2025	Projects
Intuitive Safety Solutions, Inc. (ISS) - Powin, LLC - Master Services Agreement - 05.12.2025	Master Service Agreement	Intuitive Safety Solutions, Inc. (ISS)	05/12/2025	ISC
Metro-Fire – Powin – ASP MSA – 05.01.2025	Master Service Agreement - ASP	Metro Fire Equipment Inc	04/18/2025	Projects
Capgemini America, Inc. - Powin, LLC - Statement of Work - 01.27.25	Master Service Agreement	Capgemini America, Inc.	01/27/2025	Technology
Arrow Canyon - Powin Addendum and Amendmentto ESA-04.10.25	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	04/10/2025	Projects
RES-Powin-GAL0020 -_Alcoutim_-_Statement_of_Work_-_LTSA_04.03.2025	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	04/03/2025	Projects
Pike Purchase Order - 3.7.2025	Purchase Order	Pike Telecom and Renewables, LLC	03/07/2025	Projects
Databricks Contract For AWS Marketplace Commit_Q-54357_2025-01-30	Purchase Order	Databricks, Inc.	01/30/2025	Office of Transformation
Activpayroll_Powin_Master_Services_Agreement_-04.17.2023	Master Service Agreement	activpayroll Ltd.	04/17/2023	Human Resources
Powin - KMC - LTSA - Brandywine (Executed 1APR2025)	LTSA (Long Term Service Agreement)	KMC Thermo, LLC	04/01/2025	Revenue
PRAXIS Powin Two Party Master Escrow Agreement - 03.22.2024 (2)	Technology Escrow Agreement	Praxis Technology Escrow	03/22/2024	Technology
DNV GL - Powin Energy Corporation - Framework Agreement - 10.28.2020	Framework Agreement	DNV Energy Insights USA Inc.	10/28/2020	Projects
DNV GL - Powin LLC - Amendment 1 to Frame Agreement - 11.27.2023	Framework Agreement	DNV Energy Insights USA Inc.	11/27/2023	Projects
Deel_-_Powin_-_Q-79364-2-5-Feb-2025-07-12-41-signed	Purchase Order	Deel	06/01/2025	Human Resources
Deel- Powin - HR_Consulting_Services_Agreement - 03.06.2025	Master Service Agreement	Deel Inc.	03/06/2025	Human Resources
Apex - APE0060 - Angelo - LTSA Amendment #2 - 3.7.2025	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	03/07/2025	Projects
Capgemini America, Inc. - Powin, LLC - SOW Change Request - 03.15.2025	Purchase Order	Capgemini America, Inc.	03/15/2025	Technology
Great Kiskadee ESA - PWA Amendment No. 2 Executed - 02.21.2025	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	02/21/2025	Projects
Desert Quartzite PA Amendment 003_-02.28.2025	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	02/28/2025	Revenue
Powerflex - Powin - ESA PFX0050 USCS Fresno - 02.21.2025	ESA (Energy Storage Agreement)	PowerFlex Solar, LLC	02/21/2025	Revenue
TUV-R - Powin, LLC - Assurance Framework MOU - 02.21.2025	Memorandum of Understanding	TUV-R	02/21/2025	Technology
Circulor - Powin - MSSA - 02.18.2025	Master Service Agreement	Circulor Inc	02/18/2025	Projects

Customer and Vendor Agreements - 6.30.2025

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Davinci Technology, L.L.C. d/b/a CORE Health Networks - Powin, LLC - Master Service Agreement - 02.14.2025	Master Service Agreement	Davinci Technology, L.L.C. d/b/a CORE Health Networks	02/14/2025	ISC
WSB - ESA Deed of amendment No. 4 - updated Project Schedule - 01.30.2025	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	01/30/2025	Projects
LTSA - SOL0020 - Croton Harmon - BESS LTSA (compiled, dated, fully executed)	LTSA (Long Term Service Agreement)	SCS VAN WYCK 012823 CROTON ON HUDSON, LLC	02/10/2025	Revenue
Powin Energy, IG & SS '21	Master Service Agreement	Mergermarket (US) limited Acuris	12/17/2021	Revenue
Capgemini America, Inc. - Powin, LLC - Master Services Agreement - 01.27.2025	Master Service Agreement	Capgemini America, Inc.	01/27/2025	Technology
Thomson Reuter - Powin LLC HighQ Renewal_NEW__HighQ Order Form._01.16.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/16/2025	Legal
Thomson Reuters - Powin - ProFlex Addendum HighQ - fully executed 1.22.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/22/2025	Legal
JV Powin UCB revUCB 101224 PDF	Memorandum of Understanding	UCB S.A.	01/20/2025	
Intura pty Ltd - Powin AU - ASP MSA - 01.17.2025	Master Service Agreement - ASP	Intura PTY LTD	01/17/2025	Projects
Amendment #1 to Ravenswood Group 3 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025	Revenue
Amendment #1 to Ravenswood Group 2 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025	Revenue
Amendment #1 to Ravenswood Group 1 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025	Revenue
NoBlue2 - Powin, LLC - Master Service Agreement - 01.10.2025	Master Service Agreement	NoBlue2	01/10/2025	Revenue
ESA_Second_Deed_of_Amendment_-_Ulinda_Park - 12.23.2024	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	12/23/2024	Projects
Circulor - Powin - Order Form 1.2.2025	Purchase Order		01/02/2025	ISC
Powin_Deel_Final_MSA - 01.03.2023	Master Service Agreement	Deel Inc.	01/03/2023	Human Resources
SOW of Powin B2B implementation_Dec20.2024-双章	Master Service Agreement	Logicalis Shanghai limited	12/20/2024	Technology
Powin Form LTSA DTE0010 Slocum (Fully compiled, dated, executed)	LTSA (Long Term Service Agreement)	DTE Electric Company	12/20/2024	Revenue
INV0031 La Toba ESSSA Executed (Final)	ESA (Energy Storage Agreement)	MG HR S de R.L de C.V.	12/13/2024	Revenue
La_Toba_LNTP_Letter_Agreement_-_Amendment_No._2_INV_Dec_13_24_Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	11/07/2024	Revenue
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Sales Contract for 75 licenses - 11.14.2024	Master Service Agreement	Logicalis Shanghai Limited	11/14/2024	Technology
ThrivePass, Inc. - Powin Energy Operating, LLC - MSA - 10.21.2022	Master Service Agreement	ThrivePass, Inc.	01/01/2023	Human Resources
GALP - Powin - LTSA Alcoutim - 10.01.2024	LTSA (Long Term Service Agreement)	Galp Parques Fotovoltaicos de Alcoutim, LDA	10/01/2024	Projects
Powin LLC - Trail B Technologies - Software Subscription Agreement and DPA - 12.06.2024	Master Service Agreement	TrailB Technologies LLC	12/06/2024	Projects
Gotion Inc - Powin LLC - MSA - 10.08.2024	Master Supply Agreement	Gotion, Inc.	10/08/2024	ISC
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Cloud Service Contract - 09.08.2024	Master Service Agreement	Logicalis Shanghai Limited	09/08/2024	Technology
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed)_recompiled 12.05.2024	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023	Projects
Stem, Inc. - Powin, LLC - STM0651 - Dark and Stormy I - 03.08.2024	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2024	Projects
Stem - Powin - STM0578 Velvet Mite SD DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem, Inc. - Powin, LLC - STM0652 - Dark and Stormy II - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Stem - Powin - STM0577 Velvet Mite ML DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0576 Velvet Mite MR AC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem, Inc. - Powin, LLC - STM0911 - Dighton Tremont - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects
Stem - Powin - STM0574 Velvet Mite BR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0573 Velvet Mite QR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0572 Velvet Mite CPR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0571-Velvet Mite TR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem Inc - Powin - STM0493 Mosquito 3 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem Inc - Powin - LLC - STM0492 Mosquito 2 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem Inc - Powin LLC - STM0491 - Mosquito 1 LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem Inc.	03/08/2023	
Stem, Inc. - Powin, LLC - STM0912 - Douglas Oak - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects
Stem - Powin, LLC - STM0913 - Palmer Sykes - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects
Stem, Inc. - Powin, LLC - STM0100 - Viper - LTSA - 02.28.2021	LTSA (Long Term Service Agreement)	Stem, Inc.	02/28/2021	Projects
RES - Powin - Statement of Work under MSA for GAL0020 - Alcoutim - 10.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	10/07/2024	Projects
RES - Powin - Statement of Work under ASP MSA for PCE0020 - Overhill - 11.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	11/07/2024	Projects
Serrano - First Amendment to ESA (compiled Execution Version 11-6-24)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	11/06/2024	Revenue
Logicalis Shanghai Limited - Powin, LLC - Printing Management Service Contract - 11.07.2024	Master Service Agreement	Logicalis Shanghai Limited	11/07/2024	Technology
Desert Quartzite - EDF0480 - ESA Amendment 002 - 10.18.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	10/18/2024	Revenue
La Toba LTNP Amendment 1 (Oct 29, 2024) Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	10/25/2024	Revenue
Ulinda Park - Powin - Termination of Rider C under 191112 - 10.29.2024	Technology Escrow Agreement	Praxis Technology Escrow	10/29/2024	Legal
Logicalis Shanghai Limited - Powin Qingdao - Sales Contract - 09.08.2024	Purchasing Agreement	Logicalis Shanghai Limited	09/08/2024	Technology
SS3 - First Amendment to ESA 2024.10.11	ESA (Energy Storage Agreement)	Longroad	10/11/2024	Projects
Cogent-Powin_Arrow Canyon-MSA_Approved Service Provider - 12.02._2331_2	Master Service Agreement - ASP	Cogent Renewables, Inc.	12/02/2022	Projects
Logicalis - Powin Cloud Service Contract 2024 FINAL	Master Service Agreement	Logicalis Shanghai Limited	08/09/2024	Technology
Logicalis - Powin Sales Contract 2024 FINAL	Purchasing Agreement	Logicalis Shanghai limited	08/09/2024	Technology
Antidot - Powin- Fluid Topics Order form, T&C and DPA_09.30.2024	Purchase Order	Fluid Topics	10/01/2024	Office of Transformation
Slalom Inc - Powin - Knowledge Management Discovery SOW - 09.11.2024	Master Service Agreement	Slalom, Inc	09/11/2024	Projects
Great Kiskadee - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	09/30/2024	Revenue
Great Kiskadee - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	09/30/2024	Revenue
Apex - Angelo - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Angelo Storage, LLC.	09/30/2024	Revenue
Apex - Angelo - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	09/30/2024	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021	Projects
West Warwick III - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 3 LLC	09/26/2024	Revenue
West Warwick II - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 2 LLC	09/26/2024	Revenue
CA Financial Services service Agreement Powin Australia Broker	Master Service Agreement	CA Financial Services	08/22/2024	Human Resources
Powin, LLC - Consulting Agreement with Slalom, Inc. (clean) - signed	Master Service Agreement	Slalom, Inc.	09/11/2024	
Transperfect - Powin - SOW - Portuguese Program (part 1) - 08.21.2024	Master Service Agreement	TransPerfect International LLC	08/21/2024	Office of Transformation
Ulinda Park - Powin - Praxis - Tech Escrow Agreement - 09.10.2024	Technology Escrow Agreement	Ulinda Park Project Co Pty Ltd	09/10/2024	Legal
Fedex - Powin LLC - Pricing Agreement - 9.6.2024	Master Service Agreement	Federal Express Corporation (FedEx)	09/06/2024	ISC
Ulinda Park_ESA_Deed_of_Amendment (Fully Executed Dated 29 August 2024)	ESA (Energy Storage Agreement)	Ulinda Park Project Co Pty Ltd	08/29/2024	Projects
Lone Star AR ESA - Second Amendment with Ex. CC - Fully Executed	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	08/21/2024	Revenue
Acorn-I-First-Amendment-to-Powin-Acorn-I-Energy-Two-Party-Master-Escrow-Agreement-HL-2-21-2022.d	Technology Escrow Agreement	Praxis Technology Escrow	02/21/2022	
esVolta - Powin Energy Corp - Master Supply Agreement - 12.4.2017	Master Supply Agreement	esVolta LP	12/04/2017	Legal
Lone Star - Powin - First Amendment to A&R ESA (Fully Executed and Compiled)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	01/19/2024	Revenue
RES Global Energy Services S.L.U. - Powin LLC - ASP MSA 8.12.2024	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	08/12/2024	Projects
STR0400 - NovaSource - Powin - Limited Services Agreement - 07.03.2024	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	07/03/2024	Revenue
Phillip Riley Projects - Powin AU - ASP MSA - 2024.docx	Master Service Agreement - ASP	Phillip Riley Projects Pty Ltd.	08/02/2024	Projects
Amendment to LTSA - Ameresco Viper (Fully Executed) - 08.02.2024	LTSA (Long Term Service Agreement)	Ameresco, Inc.	08/02/2024	Revenue
Santa Paula-Powin O&M First Amendment_07.13.2023	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	07/13/2023	Projects
Waratah ESA Deed of Amendment No 3 - Fully Executed dated 26 July 2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	07/26/2024	Projects
IANS - Powin - MSA - 06.21.2024	Master Service Agreement	The Institute for Applied Network Security, LLC	06/21/2024	Human Resources
Hummingbird_Powin_LTSA Amendment - 07.18.2024	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	07/18/2024	Projects
West Warwick I - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 1 LLC	07/12/2024	Revenue
Powin BHER - ESA - BHE0032 - Ravenswood Group 3 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
BHER Ravenswood and Powin MSA - BHE0030 (executed, fully compiled)	Master Supply Agreement	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
Powin BHER - ESA - BHE0031 - Ravenswood Group 2 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
Powin BHER - ESA - BHE0030 - Ravenswood Group 1 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
Databricks - Powin - MSA - 07.15.2024	Master Service Agreement	Databricks, Inc.	07/18/2024	Office of Transformation
Re:Build AppliedLogix, LLC - Powin LLC - MSA - 06.05.2024	Master Service Agreement	Re:Build AppliedLogix, LLC	06/05/2024	Technology
3Drivers - Powin - Power of Attorney to 3Drivers Agreement for GAL0020 - Alcoutim - 06.14.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/14/2024	Projects
Weifang Genius Electronics Co., Ltd - Powin, LLC - MSA - 03.20.2024	Master Supply Agreement	Weifang Genius Electronics Co., Ltd.	03/20/2024	ISC

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Clean Peak Energy BESS MSA - 20210217 Execution Version (Powin LLC CLEAN 032321) (005)	Master Supply Agreement	Clean Peak Energy (CPE)	02/17/2021	
Ormat - Powin - OTI040 Bottlenck - ESA Amendment #1 - 03.30.2023	ESA (Energy Storage Agreement)	Ormat Nevada, Inc.	03/30/2023	Projects
Service Stream - SOW_for_QA_Inspection - 05.31.2024	Master Service Agreement - ASP	Service Stream Energy and Water Pty Ltd	05/31/2024	Projects
Sunstreams 4 - Powin, LLC - LRD0082 - Second Amendment to ESA - 05.29.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	05/29/2024	Projects
Thomson Reuters - Powin - HighQ - Agreement - 06.15.2023	Master Supply Agreement	Thompson Reuters West Publishing Corporation	06/15/2023	Legal
Thomson Reuters - Powin - Document Intelligence Order Form- 06.15.2023	Purchase Order	Thompson Reuters West Publishing Corporation	06/15/2023	Legal
Hummingbird - ESV0220 - Powin - ESA Amendment No.1 - 06.03.2024	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	06/03/2024	Projects
3Drivers – Powin - Agreement for the Appointment of Authorized Representative - 06.03.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/03/2024	Projects
Yuma Solar LTSA - INV0490 (Executed May 15, 2024)	LTSA (Long Term Service Agreement)	Yuma Solar energy LLC	05/15/2024	Projects
REPT BATTERO Energy Co., Ltd. - Powin, LLC - DC Blocks MSA - 05.20.2024	Master Supply Agreement	REPT BATTERO Energy Co., Ltd.	05/20/2024	ISC
INV0031 - La Toba LNTP Letter Agreement (Compiled)(Executed)(May 20, 2024)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de CV	05/17/2024	Revenue
Spark Power Renewables USA - Powin - ASP MSA - 05.20.2024	Master Service Agreement - ASP	Spark Power Renewables USA Inc	05/20/2024	Projects
ACCURE - Powin - MOU - 05.01.2024	Memorandum of Understanding	Accure Battery Intelligence GmnH	05/14/2024	Technology
Service Stream Energy & Water Pty Ltd - Powin AU - Short-Form-Novation-Deed-ASP-MSA-05.13.2024	Master Service Agreement - ASP	Service Stream Energy & Water Pty Ltd	05/08/2024	Projects
Powin - UKG PRO MSA 12.3.21.docx	Master Service Agreement	UKG Inc.	12/19/2021	Human Resources
Powin - UKG PRO ORDER 12.3.21 Powin Executed	Purchase Order	UKG Inc.	12/03/2021	Human Resources
UKG-Powin Energy Corporation - Order; Document Manager - 10.7.22.docx	Purchase Order	UKG Inc.	10/12/2022	Human Resources
Cameron Wind 1, LLC - Powin - Augmentation ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024	Revenue
Cameron Wind 1 - Powin - Amendment # 1 ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024	Revenue
REPT Battero - Powin - Cell MSA - 05.01.2024	Master Supply Agreement	REPT Battero Energy Co., Ltd.	05/01/2024	ISC
Stowe Australia Pty Ltd - Powin AU - ASP MSA - 02.27.2024	Master Service Agreement - ASP	Stowe Australia Pty Ltd	02/27/2024	Projects
Cameron Wind 1, LLC-PRAXIS-Powin-Rider C-05.01.2024	Technology Escrow Agreement	Cameron Wind 1,, LLC	05/01/2024	Projects
Powin & EVE MSA for 2024-2026 - Effective 04.28.2024	Master Supply Agreement	EVE Power Co. Ltd.	04/28/2024	ISC
SunStreams4 - LRD0082 - First Amendment to ESA - 04.17.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	04/17/2024	Revenue
Powin Specified Technologies MSA - Fully Executed	Master Supply Agreement	Specified Technology Inc. (STI)	04/01/2024	ISC
Orr Protection - Powin LLC - ASP MSA - 03.14.2024	Master Service Agreement - ASP	Orr Protection Systems, Inc.	03/14/2024	Projects
DTE - DTE0021 Trenton Channel - Powin Notice to Proceed 4-3-2024	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	04/03/2024	Projects
Powin - GTI - MOU signed 04.03.2024	Memorandum of Understanding	GTI Fabrication	02/22/2022	ISC
Apex - Cameron Wind - APE0010 Sabal Ingka - LTSA - 04.01.2024	LTSA (Long Term Service Agreement)	Cameron Wind 1, LLC	04/01/2024	Projects
Apex - Great Kiskadee - Powin - LTSA - 03.27.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	03/27/2024	Revenue

Customer and Vendor Agreements - 6.30.2025

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Ebara - Powin - Manufacturing Services Agreement - 03.01.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024	ISC
Desert Quartzite - Powin - LTSA First Amendment - 3.20.2024	LTSA (Long Term Service Agreement)	Desert Quartzite, LLC	03/20/2024	Revenue
Desert Quartzite - Powin - ESA Amendment 001 and CO#4 - 03.20.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	03/20/2024	Revenue
Powin & EVE MSA Amendment No. 3 - signed 03.21.2024	Master Supply Agreement	EVE Asia Co., Limited; EVE Power Co., Ltd	03/21/2024	ISC
EBARA Densan - Powin - Free Issue Parts Agreement - 03.08.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024	ISC
Powin Energy Operating, LLC (PEO) - Powin, LLC - Intercompany Administrative Services Agreement - 03.21.2021	Master Service Agreement	Powin Energy Operating, LLC (PEO)	03/21/2021	Finance & Accounting
Powin UK Ltd - Powin, LLC - Intercompany Services Agreement - 05.15.2023	Master Service Agreement	Powin UK Ltd	05/15/2023	Finance & Accounting
Powin Energy Spain, SL - Powin, LLC - Intercompany Services Agreement - 04.13.2023	Master Service Agreement	Powin Energy Spain, SL	04/13/2023	Finance & Accounting
Powin Australia Pty Ltd - Powin, LLC - Intercompany Services Agreement - 02.13.2023	Master Service Agreement	Powin Australia Pty Ltd	02/13/2023	Finance & Accounting
Service Stream Utilities Pty Ltd - Powin Australia Pty Ltd - MSA - 3.4.2024	Master Service Agreement - ASP	Service Stream Utilities Pty Ltd	03/04/2024	Projects
SAFE Laboratories and Engineering Corp. - Powin, LLC - MSA - 10.26.2023	Master Service Agreement	SAFE Laboratories and Engineering Corp.	10/26/2023	Technology
Invenergy Powin - Amendment#1 LTSA - 02.21.2024	LTSA (Long Term Service Agreement)	Invenergy Services LLC	02/21/2024	Revenue
Crowe LLP - Powin, LLC - MSA for Clients - 06.23.2023	Master Service Agreement	Crowe LLP	06/23/2023	Human Resources
Powin CIMC-JV Supplemental Agreement for MSA - signed 02.29.2024	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., Ltd (CIMC - Powin)	01/10/2024	ISC
DTE - Trenton DTE0021 - Powin Tech Escrow Invoicing Agreement_02.23.2024	Technology Escrow Agreement	DTE Electric Company	02/23/2024	Projects
DTE - Trenton DTE0021 - Powin Rider C - 02.23.2023	Technology Escrow Agreement	DTE Electric Company	02/23/2024	Projects
PRAXIS-Powin-Munmorah Three Party Master Escrow Agreement - 02.22.2024	Technology Escrow Agreement	Munmorah Battery ProjectCo Pty Ltd	02/22/2024	Projects
Australia_Powin_and_CES_Services_Agreement_ Fully executed - 2.21.2024	Master Service Agreement	Clean Energy Services CES LLC (CES)	02/21/2024	Projects
Ayna AI LLC - Powin, LLC - MSA - 02.14.2024	Master Service Agreement	Anya AI LLC	02/14/2024	Human Resources
SMM Consulting Service Contract for Powin - signed 02.20.2024	Purchasing Agreement	SMM Information & Technology Co., Ltd.	02/20/2024	ISC
Waratah_ESA_Deed_of_Amendment_02.17.2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	02/17/2024	Projects
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023 Redacted Pow	Master Supply Agreement	EKS (Experience Knowledge, Strategy, S.L.)	10/23/2023	ISC
Powin & SMM Information Service Agreement - 02.06.2024	Master Service Agreement	Shanghai Metal Market	02/06/2024	ISC
Waratah ESA - Exhibit X 30March2023rev1 (AKE0060)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023	Projects
Akaysha WSB - Record of agreement under Powin ESA and Exhibit X.3.30.2023v.1.docx	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023	Projects
Trenton ESA (fully executed, compiled with exhibits)	ESA (Energy Storage Agreement)	DTE Electric Company	01/24/2024	Revenue
Powin - TUV Rheinland (Shanghai) Co., Ltd. - MSA - 1.2.2024	Master Service Agreement	TUV Rheinland (Shanghai) Co., Ltd.	01/02/2024	ISC
Lonestar Amended and Restated ESA (fully executed, compiled) 9.15.2023	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	09/15/2023	Revenue
STM0380_Watersprout - Powin - Limited Services Agreement _ Stem PO - 01.09.2024	LTSA (Long Term Service Agreement)	STEM / Mohave Power LLC	01/09/2024	Revenue
Socomec - Powin - Master Supply Agreement - 01.01.2024	Master Supply Agreement	Socomec Inc.	01/01/2024	ISC
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Exhibit C - FSI0050 Rabbitbrush 2 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Exhibit C - FSI0040 Rabbitbrush 1 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Pulse - PCE0020_Overhill_ LTSA (fully executed)_12.23.2023	LTSA (Long Term Service Agreement)	PULSE CLEAN ENERGY SPV WATT LIMITED	12/22/2023	Revenue
Northern Reliability - PEC - Kia consulting agreement - 2018.07.10	Master Service Agreement	Northern Reliability	06/25/2018	Projects
Luminate - PEC - Prof.Services Agreement - 12.30.2020	Master Service Agreement	Luminate LLC	12/30/2020	Revenue
Libess - PEC - Services Agreement - 06.03.2019	Master Service Agreement	Libess Service	06/03/2019	Revenue
JS Renewable Energy - Powin - Professional Services Agreem - 10.11.2022	Master Service Agreement	JS Renewable Energy	10/11/2022	Technology
Intertek -Powin - MSA 7.21.2021	Master Service Agreement - ASP	Intertek Testing Services NA Inc.	07/21/2021	Revenue
iBase - Powin - PurchasingAgreement - 07.01.2020	Purchasing Agreement	iBase Gaming Inc.	07/01/2020	ISC
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023	Master Supply Agreement	Experience Knowledge Strategy, S.L. (EKS)	10/23/2023	Legal
Pulse _Overhill_PCE0020_ESA - Powin (fully executed)_12.22.2023	ESA (Energy Storage Agreement)	Pulse	12/22/2023	
Bergstrom, Inc. - Powin, LLC - MSA - 12.01.2023	Master Supply Agreement	Bergstrom Inc.	12/01/2023	ISC
DesertQuartzite_Powin_LTSA_12.12.2023-FullyExecuted	LTSA (Long Term Service Agreement)	Desert Quartzite	12/12/2023	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Pulse Clean Energy SPV Watt Limited - Powin, LLC - LNTP Amendment No. 2 - 12.01.2023	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pulse Clean Energy SPV Watt Limited	12/01/2023	Projects
Xiamen Hithium Energy Storage Technology Co, Ltd. - Powin - MSA - 12.15.2023	Master Supply Agreement	Xiamen Hithium Energy Storage Technology Co., Ltd.	01/01/2024	ISC
Strativ Group - Powin, LLC - MSA ASP Installation Work - 12.01.2023	Master Service Agreement - ASP	Strativ Group	12/01/2022	Projects
Sonic Systems International, LLC dba Amperion - Powin, LLC - MSA ASP - 04.17.2023	Master Service Agreement - ASP	Sonic Systems International, LLC dba Amperion	04/17/2023	Projects
GreEnergy Resources, LLC - Powin, LLC - ASP Site Manager Services - 01.05.2023	Master Service Agreement - ASP	GreEnergy Resources, LLC	01/05/2023	Projects
Clean Energy Services CES LLC - Powin, LLC - ASP Site Manager Services - 12.13.2022	Master Service Agreement - ASP	Clean Energy Services CES LLC (CES)	12/13/2022	Projects
PRAXIS - Powin - El Sol Energy Storage Rider C Final.docx	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023	Projects
PRAXIS - Powin - Yuma Solar Energy Rider C Final.docx	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023	Projects
INV0111- El Sol - Powin - Technology Escrow Invoicing Agreement - 12.05.2023 (fully executed)	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023	Projects
INV0490 - Yuma - Powin Tech Escrow Invoicing Agreement - 12.5.2023 (fully executed)	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023	Projects
JMS Wind Energy, Inc. - Powin, LLC - ASP Master Service Agreement - 01.19.2023	Master Service Agreement - ASP	JMS Wind Energy, Inc.	01/19/2023	Projects
Logicalis - Powin, LLC - Service Agreement - 12.08.2023	Master Service Agreement	Logicalis	12/08/2023	Human Resources
GAL0020_Alcoutim ESA 12.4.2023 (Fully executed, compiled)	ESA (Energy Storage Agreement)	GALP PARQUES FOTOVOLTAICOS DE ALCOUTIM	12/04/2023	
IOActive Inc. - Powin, LLC - MSA 11.22.2023	Master Supply Agreement	IOActive, Inc	11/22/2023	Human Resources
Apex - Angelo-Powin - Long Term Services Agreement (11_17_2023)	LTSA (Long Term Service Agreement)	Angelo Storage LLC	11/17/2023	
Amended and Restated LNTP - Hemingway Expansion (Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Comapny	05/19/2023	Revenue
SUN0050_SunGrid_Kruger HMLP_Order Letter_12JUN2020 - R2 - 2020.06.16 - signed SG	Purchase Order			
Powin_LTSA Proposal_Solvida_Putah Creek_SDA0000_08DEC2022_Signed	LTSA (Long Term Service Agreement)	Putah Creek Solar Farms, LLC	12/08/2022	
Bottleneck LTSA (fully executed)	LTSA (Long Term Service Agreement)	Ormat Nevada, inc.	11/03/2023	Projects
MPI0090 - Wilson - Services Agreement 20190620	LTSA (Long Term Service Agreement)	Strata Solar Services, LLC	08/22/2019	
Termination Agreement - Framework Agreement (fully executed, compiled w_ appendices)	Framework Agreement	Longroad BESS Procurement, LLC	12/09/2022	
CPE - Powin LNTP 070720 (2)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	CPE Funding Pty Ltd	07/07/2020	Revenue
JMA0030 - Jema - Flexitranstore - PO - 12.20.2018	Purchase Order	Jema Energy S.A		
LNTP Letter Agreement Fully Assembled-AMP0194, AMP0195, AMP0196 (3-21-22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AMP Solar Development Inc.	03/21/2022	Revenue
Poblano -Escrow_Invoicing_Agreement (Poblano) - 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023	Legal
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C Poblano 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023	Legal

Customer and Vendor Agreements - 6.30.2025

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Waratah - Energy Supply Agreement (ESA) - Deed of amendment -11.3.2023	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/03/2023	Projects
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C EPC Services Company 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023	Projects
Poblano -Escrow_Invoicing_Agreement (EPC Contractor) - 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023	Projects
Hummingbird - Exhibit Y - ESV0220 - IP Escrow Agreement - PRAXIS Rider C.docx	Technology Escrow Agreement	Hummingbird Energy Storage, LLC	10/01/2022	
PCE0020 - Overhill - Pulse - Amendment to LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	10/30/2023	Revenue
STM0576 - Sharon - Negroni 2 - Purchase Order (compiled, fully executed)	Purchase Order	Stem, Inc.	10/13/2023	
Amp LTSA Update to Form LTSA 4.3 - 3R (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD THREE RIVERS MA SOLAR LLC	09/18/2023	
Amp LTSA Update to Form LTSA 4.3 FRS (fully executed, compiled)	LTSA (Long Term Service Agreement)	FORT RIVER SOLAR 2 LLC	09/18/2023	
Amp LTSA Update to Form LTSA 4.3 Cotuit (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD COTUIT MA SOLAR LLC	09/18/2023	
Powin BHER ESA - BHE0021 Solar Star 4 (fully executed)	ESA (Energy Storage Agreement)	Solar Star 4, LLC	08/31/2023	
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed) (1)	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023	
LTSA - Ameresco - Hampden (fully compiled, fully executed)	LTSA (Long Term Service Agreement)	Hampden Landfill Solar LLC	07/31/2023	Projects
PCE0020 - Overhill - LNTP (executed, compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	08/04/2023	Revenue
(EDF0570 - EDF Test Cell PO) 4500138514	Purchase Order	EDF Renewables		
IPC - Powin Black Mesa et al Omnibus LTSA (executed, compiled)	LTSA (Long Term Service Agreement)	Idaho Power Comapny	08/21/2023	Projects
20210714_AESC_Battery Cell Master Supply Agreement_EXECUTED	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co., Ltd.	07/07/2021	ISC
DocuSign Purchase Order_PO-2544_1625027641312	Purchase Order	DocuSign Inc.	06/30/2021	Legal
DocuSign Inc - Powin LLC - Order Form - 03.31.2023	Purchase Order	DocuSign Inc	03/30/2023	Legal
DocuSign Inc - Powin LLC - Order Form - 2021	Purchase Order	DocuSign Inc.	06/21/2021	Legal
Descartes - Powin, LLC - GLN Services Agreement (ISF) - 2022	Master Service Agreement	Descartes Systems (USA) LLC	02/03/2022	ISC
CT Corp - PEC - CT Assurance Agreement 2022 - COUNTERSIGNED	Master Service Agreement	CT Corporation System	10/07/2022	Legal
Powin & AESC MSA - Effective 10.01.2023	Master Supply Agreement	AESC US, LLC.	10/01/2023	ISC
Powin PEC 3P Escrow Agreement 180303	Technology Escrow Agreement	PPA Grand Johanna	03/15/2018	
Reliance - Powin - MOU - 09062023	Memorandum of Understanding	Reliance Industries Limited	09/06/2023	ISC
QPO - Powin - Agreement 8.8.2023	Purchasing Agreement	QPO Energy, LLC	08/08/2023	ISC
PO Box Services Proposal - POWIN ENERGY SPAIN SLU - Gestiona T - 20230403	Master Service Agreement	Grupo Gestiona T	01/03/2023	Human Resources
AT&T - Powin Professional Consulting Agreement October 2023	Master Service Agreement	AT&T Corp	10/05/2023	Human Resources
PRAXIS Rider C Great Kiskadee Storage, LLC	Technology Escrow Agreement	Great Kiskadee Storage, LLC	12/20/2022	
PRAXIS Rider C - Chaparral Springs - Powin.docx	Technology Escrow Agreement	Chaparral Springs, LLC		
PRAXIS Rider C (Angelo Storage, LLC	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022	
PRAXIS-Powin-Desert-Quartzite-signed-Rider-C	Technology Escrow Agreement	Desert Quartzite, LLC	12/06/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
PRAXIS Rider C - Rabbitbrush Solar, LLC	Technology Escrow Agreement	Rabbitbrush Solar, LLC		
PRAXIS Rider C - Arrow Canyon Solar	Technology Escrow Agreement	Arrow Canyon Solar, LLC		
Powin-Rider-C-Tranquility-Project.docx	Technology Escrow Agreement	SP Tranquility Solar Storage LLC		
Powin-Rider-C-Garland-Project.docx	Technology Escrow Agreement	SP Garland Solar Storage LLC		
Arizona Mechanics Lien Waiver Forms (Statutory) Powin FINAL - Exh.Q-1	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC		Projects
Powin-Energy-Ontario-Storage-First-Amendment-to-Powin-Energy-Ontario-Storage-Two-Party-Master-Escr-signed	Technology Escrow Agreement	Powin Energy Ontario Storage II, LP	05/17/2022	
12.26.21 Powin Rider C - Triple Butte LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Triple Butte LLC		
12.26.21 Powin Rider C - Swoose LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Swoose LLC		
12.26.21 Powin Rider C - Flower Valley LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Flower Valley LLC		
Exhibit U - AKE0060 - PRAXIS Rider C - (Final) (1) (1).docx	Technology Escrow Agreement	MUNMORAH BATTERY PROJECTCO PTY LTD;	12/12/2022	
Exhibit X2 - IDP0061 - Powin Tech Escrow Invoicing Agreement_execution_v	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023	Projects
PRAXIS - PEC - Charger-Two-Party-Master-Escrow - 6.21.2018 (Powin Energy Ontario Storage II Rider C)	Technology Escrow Agreement	Praxis Technology Escrow	06/21/2018	Legal
PRAXIS - Powin Idaho Power Company Rider C Final.docx	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023	
20191113 Praxis Rider C Acorn (esVolta PEC Executed)	Technology Escrow Agreement	Acorn I Energy Storage LLC	10/01/2019	
PRAXIS Rider C Wildcat - FINAL.docx	Technology Escrow Agreement	Wildcat I Energy Storage LLC	11/25/2019	
Serrano - Invoicing Agreement (IP Escrow) _8.8.2023 execution version	Technology Escrow Agreement	Serrano Solar, LLC	08/23/2023	
Coffman_Powin_Full MSA_2021_Clean CEI sig.pdf_signed_2021.12.17.23.39.32	Master Service Agreement	Coffman Engineers Incorporated	12/01/2021	ISC
Powin PO 5326 - Code Unlimited_Final Revision	Purchase Order	Code Unlimited LLC	11/15/2022	ISC
Professional Services Agreement -Powin and Billion	Master Service Agreement	Billion Electric Co., Ltd.	09/27/2022	ISC
MSA - Ameresco - POWIN CONTRACT - FINAL 9-8-2022.pdf_signed_2022.09.11.10.49.03	Master Service Agreement - ASP	Ameresco Inc	09/02/2022	
2017.04.21 - KSAndCo_MSA_Addendum_Q1_2017	Master Service Agreement	Kieckhafer, Schiffer & Company LLP	04/21/2017	
Powin - ACE Battery PFA - FINAL CLEAN - 03.14.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/14/2023	ISC
Q221028-1_MSA_ ACCURE Inc_Powin_final.docx (1)	Master Service Agreement	Accure	10/28/2022	
Clean Peak Energy BESS MSA - 20210217 Execution Version - CPE signed	Master Supply Agreement	CPE Funding Pty Ltd	02/17/2021	
AMR Framework	Framework Agreement	Ameresco Inc	04/29/2022	
Akaysha Framework Agreement_Term Sheet - Executed_2022.03.04	Framework Agreement	Akaysha Energy Pty Ltd	03/01/2022	
SUN0030-3 Order Letter- Kruger 072319 (executed)	Purchase Order	SunGrid Solutions Inc.	07/24/2019	
MSA Stem - Powin (EXECUTED w PGs and LTSA v2)	Master Supply Agreement	Stem, Inc.	09/02/2020	
SS4 - Invoicing Agreement (IP Escrow) 2023.08.23	Technology Escrow Agreement	Sun Streams Expansion LLC	08/23/2023	
PRAXIS - Powin Serrano Solar Rider C Final.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	08/23/2023	
PRAXIS - Sun Streams PVS 4 - Rider C Final.docx	Technology Escrow Agreement	Sun Streams Expansion, LLC	08/23/2023	
2017.03.30 - Tolling Agreement Fully Executed	Purchasing Agreement	San Diego Gas & Electric Company	03/30/2017	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
2017-09-01 SCE-POWIN Goleta ESS1 FINAL EXECUTED	ESA (Energy Storage Agreement)	Southern California Edison Company	09/01/2017	
Termination of LNTP_Angiola SBE0010.docx_signed_2022.06.21.20.39.07	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/21/2022	
Termination of LNTP_Angiola SBE0010.docx_signed_2022.06.08.15.28.08	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/08/2022	
PO# 192 - Powin Energy - Schaeffler	Purchase Order	Saturn Power Inc.	04/06/2018	
20191209 - Prisma - Powin MSA_Fully Executed	Master Service Agreement	Prisma Energy Solutions LLC		
3.4.5 Charger - Amended and Restated BESA (PPA Grand Johanna) [EXECUTED]	ESA (Energy Storage Agreement)	PPA Grand Johanna LLC	12/04/2017	
PPA_Energy Storage_RA Only (After Online Date)_2016-08-05_EXECUTED	Purchasing Agreement	Southern California Edison Company	08/05/2016	
Grissom_1st Amendment to PPA_Fully Executed_1.9.2020	Purchasing Agreement	Grissom Solar, LLC	01/09/2020	
Grissom_2nd Amendment to PPA_Fully Executed_ 5.20.2020	Purchasing Agreement	Grissom Solar, LLC	05/20/2020	
Grissom_Power Purchase Agreement_09.06.2018	Purchasing Agreement	North Carolina Electric Membership Corporation	09/06/2018	
Ormat - Powin - OTI0040 - Bottleneck - ESA Amendment #1 - 05.10.2022	ESA (Energy Storage Agreement)	Ormat Nevada Inc	03/15/2022	
20201026 - RTC0020 Garland Executed Supply Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	10/26/2020	
Tranquillity LTSA Powin Amendment 3 - Availability Calculations (Execution Version 12.8.22).pdf_signed_2022.12.22.09.23.39	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022	
Garland LTSA Powin Amendment 3 - Availability Calculations - 12.08.2022	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022	
LNTP 1-2 Payment Release Lien Waivers - Hecate Johanna - Signed 6-22-2020	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	06/22/2020	
Hecate - LNTP2 Amendment #1 - PECexec	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	07/02/2020	
PO Windsor PS00010871	Purchase Order	MITSUBISHI ELECTRIC POWER PRODUCTS, INC (MEPPI)	12/19/2018	
PO Sarnia PS00010872	Purchase Order	MITSUBISHI ELECTRIC POWER PRODUCTS, INC (MEPPI)	12/19/2018	
PRAXIS-Powin Two Party Master Escrow Agreement - Final 12-17-19.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	12/17/2019	Technology
Powin - REPT - MOU for Indonesia Opportunity - signed 08.14.2023	Memorandum of Understanding	REPT BATTERO Energy Co., Ltd	08/01/2023	ISC
W. Columbia - Praxis - POWIN - Three Party Technology Escrow Agreement wEX B FINAL	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	09/26/2019	
SP_Powin_Praxis_Escrow Agreement Amendment202203_FE (1)	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	03/01/2022	
Amendment 2 for MAV6 Subcontract .pdf_signed_2022.03.01.21.48.30	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	02/08/2022	
Powin - Desay Battery PFA - FINAL CLEAN - 03.15.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.	03/15/2023	ISC
APE0070 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.32.07	Technology Escrow Agreement	Great Kiskadee LLC	12/20/2022	
APE0060 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.29.30	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022	
PO - Powin - Wallum - final (corrected)	Purchase Order	Amp Solar US Services LLC	08/28/2020	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Oak_Hill_2-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 2 LLC	09/03/2021	
Oak_Hill_1-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 1 LLC	09/03/2021	
AKA0010 - Amendment 1 - 4 March 22_AKA Fully Executed	ESA (Energy Storage Agreement)	Aspin Kemp & Associates Inc	12/23/2021	
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Ventura	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021	
KIA0000 - Purchase Agreement - MEPPI and Powin	Purchasing Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	08/29/2018	
Rider-C-Powin-KCE-TX-Holdings-2020-Operating-Projects-NRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	01/13/2021	
Rider-C-KCE-Powin-PEC-Construction-ProjectsNRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC		
Rider-C-KCE-Powin.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC		
PRAXIS - Powin - Sun Streams PVS Rider C executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/24/2023	
PRAXIS - Ulinda Park - Exhibit U - AKE0010 Rider C -executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/25/2023	
Powin & BQC MSA - signed 08.01.2023	Master Supply Agreement	Shenzhen Baiqiancheng Electronic Co.,Ltd		ISC
TPE0010 - Purchase Order	Purchase Order	TPE Energy, Inc.	10/27/2020	
TPE 0080_Powin_Form_BESA_TPE_225_TPE0	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021	
TPE 0070_Powin_Form_BESA_TPE_230P_TPE	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021	
Three Rivers - AMP0196 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022	
Sunstreams 3 - Limited Notice to Proceed (Executed fully assembled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Sun Streams PVS, LLC	09/12/2022	
SUN0040 - SunGrid - Small Fry - OL	Purchase Order	Sungrid Solutions	08/08/2019	
Strata-Powin MSA Term Sheet 07-07-22 Fully Executed	Master Supply Agreement	Strata Solar, LLC	07/07/2022	
Strata Poblano LNTP (executed, compiled) (2)_small	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Poblano, Energy Storage, LLC	12/19/2022	
Strata Poblano ESA (fully executed and compiled)	ESA (Energy Storage Agreement)	Poblano Energy Storage, LLC	04/17/2023	
STR0010 - GUC Evans Substation - Services Agreement	LTSA (Long Term Service Agreement)	Strata Solar, LLC	10/27/2020	
STR0010 - GUC Evans Substation - BESA	ESA (Energy Storage Agreement)	Strata Solar, LLC	03/27/2020	
STM0913-BWV_Palmer_Sykes_Purchase_Order_11953_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0912-BWV_Douglas_Oak_Purchase_Order_11958_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0911-BWV_Dighton_Tremont_Purchase_Order_11957_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
Yuma Supply Agreement (executed, compiled with exhibits)	ESA (Energy Storage Agreement)	Yuma Solar Energy LLC	05/19/2023	
YUMA PCS LNTP Letter Agreement (fully executed 3.13.23)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Yuma Solar Energy LLC	03/13/2023	
Ysolar_PO_Leader_20210824	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/24/2021	
Willow Springs - ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
WEG0020 - Demo Stack225 - Purchase Order	Purchase Order	WEG Electric Corp	02/24/2020	
WEG0020 - Demo Stack225 - PO	Purchase Order	WEG Electric Corp	01/28/2020	
TX11 CSA Amendment 1 dually signed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/14/2022	
STM0652-Dark_N_Stormy_II_Purchase_Order_11633_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0651-Dark_N_Stormy_I_Purchase_Order_11634_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0572-Velvet_Mite_CPR_Purchase_Order_12288_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0571-Velvet_Mite_TR_Purchase_Order_12285_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0578-Velvet_Mite_SD_Purchase_Order_12283_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0577-Velvet Mite ML Purchase Order 12282 (assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0576-Velvet_Mite_MR_Purchase_Order_12287_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0574-Velvet_Mite_BR_Purchase_Order_12284_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0573-Velvet_Mite_QR_Purchase_Order_12286_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0493-Mosquito_III_Purchase_Order_11635_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0492-Mosquito_II_Purchase_Order_11637_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0491-Mosquito_I_Purchase_Order_11636_(assembled)(1)_small	Purchase Order	Stem, Inc.	03/08/2023	
Southern TQ_MPA LTSA - Powin Subcontract - 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021	
Southern Garland_MPA LTSA Powin Subcontract 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021	
Sol System - BESS Supply Agreement (Fully executed)	ESA (Energy Storage Agreement)	SCS Van Wyck 012823 Croton On Hudson, LLC	11/23/2021	
Slocum ESA (fully executed, compiled)	ESA (Energy Storage Agreement)	DTE Electric Company	12/15/2022	
Signed LES0010 BESA	ESA (Energy Storage Agreement)	Leader Energy Storage Technology Co., Ltd	09/30/2022	
SBE0010 Angiola LNTP (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	03/17/2022	
Santa Paula OMA (Executed)	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	10/21/2021	
Santa Paula BESA Powin - esVolta (Executed)	ESA (Energy Storage Agreement)	Santa Paula Energy Storage, LLC	10/21/2021	
RCT0030 - Tranquillity - BESSA - 20201123	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020	
Rabbitbrush 2 - Leeward - Powin BESA SA (executed)[71635]	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	
Rabbitbrush 1 - Leeward - Powin BESA SA (executed) (1)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	
Quote - QPO0030 (Richard Signed)	Purchase Order	QPO Energy, LLC	10/14/2021	
Quote - QPO0010-QPO Taiwan (Richard Signed)	Purchase Order	QPO Energy, LLC	10/01/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Purchase Order 10711 Powin 20210603 V3 (002) - signed	Purchase Order	Stem, Inc.	06/08/2021	
Purchase Order 10459 20210210 Stem - Fully Assembled - Fully Executed 20210308	Purchase Order	Stem, Inc.	02/28/2021	
Purchase Order 10425 20210114 Stem Signed	Purchase Order	Stem, Inc.	01/14/2021	
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage III, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP		
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage II, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP		
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage I, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP		
PPS0000 - Silver Oak - PO	Purchase Order	Pure Power Solutions, Inc.	02/27/2018	
Powin-LRE Sunstreams ESA (fully executed, compiled w exhibits)	ESA (Energy Storage Agreement)	Sun Streams PVS, LLC	12/09/2022	
Powin_LTSA_Az_Sun_El_Sol_Orangeville_FINAL	LTSA (Long Term Service Agreement)	Invenergy Services LLC	03/01/2022	
Powin_Akaysha_Waratah_LTSA_(compiled_fully_executed)	LTSA (Long Term Service Agreement)	Munmorah Battery ProjectCo Pty Ltd	12/16/2022	
Powin Project Addendum Hannover (FINAL PROJECT ADDENDUM 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Equipment, Inc. (MEPPI)	05/25/2021	
Powin Master Agreement 5-25-21 (FINAL MAIN BODY 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	05/25/2021	
Town of La Grange - Powin - LTSA - 06.30.2021	LTSA (Long Term Service Agreement)	La Grange, an Incorporated North Carolina Town	06/30/2021	
Powin LTSA - Bruce Power - 20230501 fully executed	LTSA (Long Term Service Agreement)	Saturn Battery I LP	05/01/2023	
Powin LNTP - NY ESRT Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022	
Powin LNTP - CSU Fullerton Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022	
Powin Executed MSA Stem - Powin 1st Restated - 20220914 Execution Version - FE	Master Supply Agreement	Stem, Inc.	09/14/2022	
Powin APS - Project Contract (Paloma & Cotton Center) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Hyder 1 & Hyder 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Gila Bend 1 & Gila Bend (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Foothills 1 & Foothills 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Desert Star) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Thousand Oaks	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021	
Powin - LRD Serrano ESA (fully executed assembled with exhibits)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	05/05/2023	
Powin - IPC BESA - IDP0070 (Melba) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - IPC BESA - IDP0050 (Elmore) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - IPC BESA - IDP0030 (Filer) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - IPC BESA - IDP0010 (Weiser) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - CEP BESA - WWIII (Executed)[94637]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022	
Powin - CEP BESA - WWII (Executed)[94638]_small2	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022	
Powin - CEP BESA - WWI (Executed)[94575]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Powin - AKA0010 BESA (EXECUTED)	ESA (Energy Storage Agreement)	AKA Group	12/23/2021	
PO2022-001-Powin	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022	
PO003 - Quilhurst	Purchase Order	QPO Energy, LLC	10/14/2021	
PO001 - Taiwan	Purchase Order	QPO Energy, LLC	10/14/2021	
PO 4415070665 R5	Purchase Order	Honeywell Limited - HPS CA	12/01/2020	
PNM Rio Del Oro - LNTP(Fully Executed) (1)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023	
PNM Powin - South Valley EPA (fully executed, compiled with exhibits)[203748]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023	
PGR0020 - Rochester - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020	
PGR0010 - Tremont - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020	
PGE0010 - PGE- BPSC - PO	Purchase Order	Portland General Electric (PGE)	10/07/2019	
PEC to PEOS II Battery Equipment supply Agreement	ESA (Energy Storage Agreement)	Powin Energy Ontario Storage, LLC	07/01/2017	
PAC0010 - Klamath Falls -Materiasl Supply and Installation Contract - EC	ESA (Energy Storage Agreement)	Pacificorp	10/06/2021	
PAC0010 - Klamath Falls - NTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pacificorp	10/07/2021	
Ormat Equipment Supply Agreement (executed)_small	ESA (Energy Storage Agreement)	Ormat Nevada Inc.	03/15/2022	
BESA Or Haner	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
OPL0010 - EPC Integration for Opalco by SunGrid	Purchase Order	Orcas Power & Light Cooperative (OPALCO)	12/04/2019	
OPL0010 - Decatur EPC Agreement - 20190712	ESA (Energy Storage Agreement)	Orcas Power & Light Cooperative (OPALCO)	07/12/2019	
Oak Hill 2 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021	
Oak Hill 1 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021	
Novasource - Powin Limited Services Agreement.docx	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	02/27/2023	Projects
NIS0040 - NIDEC - Disney Bahamas - PO	Purchase Order	Nidec ASI S.p.A.	05/29/2019	
BESA Nir Yitzac 3	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
BESA Nir Yitsac 2	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
Neat Mordechai - ESA - 6.9.2021	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
MTA-45002234641	Purchase Order	Mesa Technical Associates, Inc.	10/01/2019	
Millikan - PPA Grand Johanna - O&M Agreement	LTSA (Long Term Service Agreement)	PPA Grand Johanna LLC	12/04/2017	
MidAm ESS Supply Agreement FINAL 10.3.18_Fully Executed	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	10/02/2018	
MHP0230 - KCE TX23 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020	
MHP0230 - KCE TX 23 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
MHP0120 - KCE TX12 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020	
MHP0120 - KCE TX 12 - BESSSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
MHP0110 - KCE TX11 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020	
MHP0110 - KCE TX 11 - Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021	
MHP0110 - KCE TX 11 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/15/2020	
MHP0010 - Fredonia - PO	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/25/2020	
MHP0010 - Fredonia - Order Letter	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/05/2020	
MEP0020 - ITC Test Bed - MSA	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019	
Mav6 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	Maverick Solar 6, LLC	07/19/2021	
LTSA_-_GOElectric_-_Confederation_College_(Powin_2023-01-17_-_Fully_Compiled)	LTSA (Long Term Service Agreement)	Go Electric, Inc	02/02/2023	
LRE (Longroad)-Powin Definitive Framework Agreement (Executed)	Framework Agreement	Longroad BESS Procurement LLC	01/07/2022	
LRE - Powin - Rabbitbrush 2 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022	
LRE - Powin - Rabbitbrush 1 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022	
Longroad SS4 ESA (assembled, fully executed)_small	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	03/10/2023	
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Willow Springs Solar 3 project (fully	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022	
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Chaparral Solar project (fully execut	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022	
Lonestar ESA - SCL0020 (fully executed, compiled with all exhibits)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	05/01/2023	
LNTP_DYN0108_POWIN (051022) CLEAN - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022	
LNTP_DYN0107_Powin_05.092022 Clean Final - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022	
LNTP Side Letter DYN0108 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022	
LNTP Side Letter DYN0107 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022	
LES0010-Leader Energy Storage_210806-signed	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/06/2021	
Leader PO2022-001 Fully Executed	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022	
LaGrange Strata - Powin BESA (EXECUTED)	ESA (Energy Storage Agreement)	Strata Solar, LLC	08/12/2021	
La Grange Powin LNTP - Strata_2021.07.07_EXECUTED	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Storage, LLC	07/02/2021	
KMC0010 LNTP Letter Agreement - Brandywine (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC	03/15/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
STM0000 - Stem - Master Service Agreement (3)	Master Supply Agreement	Stem, Inc.	09/02/2020	
Stem Portfolio LNTP Letter Agreement 20220303 - Execution Version FE	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Stem, Inc.	03/03/2022	
SPI0040 - HoneywellSaturn - Bruce - Subcontract Agreement - A1	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/11/2019	
SPI0040 - HoneywellSaturn - Bruce - PO	Purchase Order	Honeywell Limited - HPS CA	03/01/2019	
SPI0040 - Honeywell Saturn - Bruce - Goods and Services Agreement	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/18/2019	
SPC0030 - Southern CO - PowerSecure - PO and Terms	Purchase Order	Southern Power Company (SPC)	02/20/2019	
SPC0030 - Southern Co - PowerSecure - OL	Purchase Order	Southern Power Company (SPC)	11/19/2019	
KCE0080 - PO #3 - KCE - Worsham	Purchase Order	KCE TX 8, LLC	05/22/2020	
KCE0070 - KCE TX7 - Services Agreement_EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 7, LLC	06/01/2020	
KCE0070 - PO - KCE - Flat Top	Purchase Order	KCE TX 7, LLC	05/22/2020	
KCE0060 - NY3 - Service Agreement	LTSA (Long Term Service Agreement)	Key Capture Energy, LLC (KCE)	06/01/2020	
KCE0060 - PO - KCE - NY3	Purchase Order	Key Capture Energy, LLC (KCE)	02/20/2020	
KCE_TX-12_Powin-MPA_CSA - Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021	
KCE TX-23_Powin-MPA_CSA_Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021	
KCE TX1TX2TX3 - LNTP 2 - 20190201	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/31/2019	
KCE TX1TX2TX3 - LNTP - 20190115	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/15/2019	
KCE - Master Equipment Supply Agreement TX NY	Master Supply Agreement	Key Capture Energy, LLC (KCE)	01/15/2019	
JPR0030 - Triple Butte - Services Agreement	LTSA (Long Term Service Agreement)	Triple Butte, LLC	08/21/2020	
JPR0030 - Triple Butte - PO 003	Purchase Order	Triple Butte, LLC	08/21/2020	
JPR0020 - Flower Valley - Service Agreement	LTSA (Long Term Service Agreement)	Flower Valley, LLC	05/15/2020	
JPR0020 - Flower Valley - PO 001	Purchase Order	Flower Valley, LLC	05/15/2020	
JPR0010 - Swoose - Services Agreement	LTSA (Long Term Service Agreement)	Swoose, LLC	05/15/2020	
JPR0010 - Swoose - PO 002	Purchase Order	Swoose, LLC	05/15/2020	
JPR0000 - Jupiter Power - Master Supply Agreement	Master Supply Agreement	Jupiter Power, LLC	05/15/2020	
JMA0030 - Jema - Flexitranstore - PO	Purchase Order	Jema Energy S.A.	12/20/2018	
INV0030 - Insurgentes - Supply Agreement	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	12/20/2019	
INV0030 - Insurgentes - Amendment 1	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	01/31/2020	
INV0020 - Orangeville - PO ORS111127	Purchase Order	Orangeville Energy Storage LLC	11/02/2020	
INV0020 - Orangeville - BESSSA	ESA (Energy Storage Agreement)	Orangeville Energy Storage LLC	11/02/2020	
INV0000 - Invenergy - Master Supply Agreement	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	12/20/2019	
Hummingbird Powin LTSA (assembled, executed)	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	02/10/2023	Revenue
Hummingbird Limited Notice to Proceed (compiled executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	esVolta Development, LLC	12/29/2022	
Hummingbird - ESV0220 - ESA (assembled, fully executed)	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	02/03/2023	
Honeywell_Powin_LTSA_EXECUTED_2021.08.18	LTSA (Long Term Service Agreement)	Honeywell International	08/18/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
HNL0077 - Hydro Extrusions - PO 4415658515 R1	Purchase Order	Honeywell Limited - HPS CA	09/23/2020	
HNL0072 - Honeywell - Malpack 1.1 - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0071 - Malpack 1.2 - PO 4415000886 R8	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0070 - Canopy Growth - PO 4415070665	Purchase Order	Honeywell Limited - HPS CA	03/24/2020	
HNL0069 - Toyota Boshoku - PO 4415001119 R6	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0068 - Pillers Waterloo - PO 4414731331 R9	Purchase Order	Honeywell Limited - HPS CA	04/18/2020	
HNL0068 - Pillers Waterloo - PO 4414731331 R7	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0067 - Pillers Brantford - PO 4414731269 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0066 - Rich Foods - PO 4414731328 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0065 - Honeywell - Molson Coors - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0064 - Decast - PO 4414731297 R9	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0062 - Kelloggs - PO 4414731277 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0061 - Enbridge - PO 4415000441 R6	Purchase Order	Honeywell International, Inc.	05/01/2020	
HNL0000 - Honeywell - MSA - EC	Purchasing Agreement	Honeywell International, Inc.	03/21/2019	
HNL0000 - Honeywell - Addendum - EC	ESA (Energy Storage Agreement)	Honeywell International, Inc.	12/20/2019	
HES0010 - Hunt - Demo - Order Letter	Purchase Order	Hunt Energy Solutions	06/11/2019	
Hemingway IPC BESA 80MW (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022	
Hemingway Expansion ESA (executed, compiled)	ESA (Energy Storage Agreement)	Idaho Power Company	06/08/2023	
HEM0070 - Ukraine - PO and Order Letter	Purchase Order	Sungrid Solutions	09/04/2020	
HEC0070 - Kitchener II - OM Agreement - 20181030	LTSA (Long Term Service Agreement)	Hecate Energy Ontario Storage VII, LP	10/30/2018	
HEC0070 - Kitchener II - BESA	ESA (Energy Storage Agreement)	Hecate Energy Ontario Storage VII, LP	03/01/2018	
HEC0050 - Johanna - Supply Agreement LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	05/28/2020	
HEC0050 - Johanna - Supply Agreement - LNTP2	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	06/11/2020	
HEC0050 - Johanna - Subcontract	ESA (Energy Storage Agreement)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	08/31/2020	
HEC0050 - Johanna - Long Term Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	01/25/2021	
Great Kiskadee ESA (Executed)	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	08/26/2022	
GOE0060 - Thunder Bay - BESA - 20180831	ESA (Energy Storage Agreement)	Go Electric Inc	08/31/2018	
GLP0020 - West Columbia - Services Agreement	LTSA (Long Term Service Agreement)	West Columbia Storage, LLC	09/09/2019	
GLP0020 - West Columbia - BESSSA	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	02/26/2019	
GLP0020 - Glidepath - W. Columbia - Second Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	10/04/2019	
GLP0020 - Glidepath - W. Columbia - First Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	09/09/2019	
GDS0010 - Gridspan - Pilot Order	Purchase Order	Gridspan Energy	10/29/2018	
FRS - AMP0195 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022	
Framework Agreement - Akaysha_Powin_EXECUTED_2022.04.18	Framework Agreement	Akaysha Energy Pty Ltd	04/18/2022	
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021	
First_LTSA_Amendment_-_Tranquillity_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
First_LTSA_Amendment_-_Garland_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021	
First_BESA_Subcontract_Amendment__-_Tranquillity_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020	
First_BESA_Subcontract_Amendment__-_Garland_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/26/2020	
First_Amendment_TX23_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
First_Amendment_TX12_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
First_Amendment_TX11_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
First Amendment to Powin - Rabbitbrush 2 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	09/17/2021	
First Amendment to Powin - Rabbitbrush 1 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar LLC	09/17/2021	
Final_Dry_Bridge__LNTP_-_Powin_Signed_11-11-2021	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Solar, LLC	11/11/2021	
KCE0090 - TX2 - Port Lavaca - Services Agreement	LTSA (Long Term Service Agreement)	KCE TX 2, LLC	06/01/2020	
KCE0090 - Port Lavaca - PO - 20200522	Purchase Order	KCE TX 2, LLC	05/22/2020	
KCE0080 Powin Services Agreement - TX 8 - EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 8, LLC	06/01/2020	
EVE LF280K PO	Purchase Order	PuYuan Green Energy Inc.		
ESRT Powin ESA-Centipede (executed w_ exhibits)[142956]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022	
Elmbrook Powin PO	Purchase Order	Amp Solar US Services LP	01/19/2021	
El Sol AR Supply Agreement (executed, compiled)	ESA (Energy Storage Agreement)	El Sol Energy Storage LLC	05/19/2023	
El Sol - Energy Storage System Supply Agreement 04.09.21 (executed)	ESA (Energy Storage Agreement)	El Sol Storage Energy LLC	04/09/2021	
EDF-Powin BESS MSA (Executed - September 9, 2022)_small	ESA (Energy Storage Agreement)	EDF Renewables Development, Inc.	09/09/2022	
EDF0070 - Mav 6 - BESS Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	12/22/2020	
EDF0070 - Amendment 1 to BESS Subcontract - final - PEC exec	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/26/2021	
EDF0050 - Big Beau 2 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021	
EDF0050 - Big Beau 2 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021	
EDF0040 - Big Beau 1 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021	
ESV0290 - Third Powin Letter Agreement - Acorn-FINAL - signed (1)	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	06/08/2021	
ESV0290 - esVolta - Operation & Maintenance Agreement	LTSA (Long Term Service Agreement)	Acorn I Energy Storage LLC	11/06/2019	
ESV0290 - esVolta - Acorn BESA	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	11/06/2019	
ESV0090 - esVolta - Wildcat BESA	ESA (Energy Storage Agreement)	Wildcat I Energy Storage, LLC	11/06/2019	
ESV0090 - esVolta - Operations & Maintenance Agreement	LTSA (Long Term Service Agreement)	Wildcat I Energy Storage, LLC	11/06/2019	
ESV0000 - Stratford - OM Agreement	LTSA (Long Term Service Agreement)	Powin Energy Ontario Storage, LLC	03/29/2018	
CSU Powin ESA-Centipede (executed w_exhibits)[143046]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022	
CSE0010 - Countryside - Purchase Order	Purchase Order	CS Energy, LLC	09/29/2020	
CPE0070 - CPE - Waneroo - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	
CPE0040 - CPE - Lansell Square - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	
CPE0030 - CPE - Bateau -BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
CPE0020 - CPE - Salamander Bay - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	
Cotuit - AMP0194 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022	
Waratah_Energy_Supply_Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/04/2022	
CleanPeak Energy MSA PO form 20210602 Final Executed	Purchase Order	Clean Peak Energy (CPE)	05/20/2021	
CLEAN Powin - 20191028 - PEC BESA - PEC v.11 Final Tremont - 02192021 - Fully Executed	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021	
CLEAN Powin - 20191028 - PEC BESA - PEC v.10 Final Rochester - 02192021 - Fully Executed (1)	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021	
Chaparral Springs ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022	
Chap Solar & Willow Springs LNTP - Fully Compiled and Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Chaparral Springs, LLC	05/27/2022	
CEP0180 - Master Supply Agreement - MEPPI - Sarnia	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019	
CEP0100 - Master Supply Agreement - MEPPI - Windsor	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019	
CAR0040 - Candela Transoceanic shipping - Exhibit E	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021	
Candela - Powin - BESA (Executed 11.17.2021) (1)	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021	
Brandywine LNTP Amendment and Assignment [EXECUTED]	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC/ESI, Inc.		
Brandywine ESA [Execution Version + exhibits] (EXECUTED) (1)	ESA (Energy Storage Agreement)	ESI Inc.	12/05/2022	
Black Mesa IPC BESA (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022	
BESA - Adon & Powin	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017	
BB2 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021	
BB1 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021	
AVEP LTSA - Fully Compiled (Executed)	LTSA (Long Term Service Agreement)	AVEP BESS, LLC	12/15/2022	
AVEP LNTP - Fully Executed and Compiled	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	05/27/2022	
AVEP Fifth Amendment to LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	08/05/2022	
AVEP ESSA - EXECUTION VERSION (Fully Compiled, EXECUTED) - 12-21-2022_small	ESA (Energy Storage Agreement)	AVEP BESS, LLC	12/21/2022	
Auto-Chen_Ltd_(Nir_David)_BESA_2021.05.12_EXECUTED (Commissioning LDs Weekly Edit) LD initialized 17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021	
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTED (w. Exhibit B) small	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021	
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTED (w. Exhibit B and Commissioning LDs Weekly Edit)17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021	
Arrow Canyon Powin LTSA_Singed_wExhibit	LTSA (Long Term Service Agreement)	Arrow Canyon Solar, LLC	12/10/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Arrow Canyon - BESS Agreement (Fully Executed 06042021)	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	06/03/2021	
AMR0170 Hampden Landfill Powin BESA (fully executed)	ESA (Energy Storage Agreement)	Hampden Landfill Solar LLC	05/11/2022	
APE0010 Apex Sabal BESA-Centipede (Fully Executed)	ESA (Energy Storage Agreement)	II Battery Storage US LLC (CAMERON WIND I, LLC)	05/13/2022	
Angelo ESA (fully assembled and executed)_small	ESA (Energy Storage Agreement)	Angelo Storage, LLC	08/10/2022	
AMRC OUC ESA (Fully Executed, Compiled)_small	ESA (Energy Storage Agreement)	Ameresco Inc.	11/23/2022	
AMR0190-Kupono LNTP (Powin 04.22.22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Kupono Solar, LLC	04/22/2022	
AMP0070 - Cronin - PO	Purchase Order	Amp Solar US Services LP	08/04/2020	
AMP0070 - Cronin - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020	
AMP0060 - Wallum - PO	Purchase Order	Amp Solar US Services LP	08/04/2020	
AMP0060 - Wallum - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020	
AMP0050 -Palmer - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Ware Palmer Road Solar, LLC	09/09/2020	
AMP0050 - Ware Palmer - PO	Purchase Order	Amp Solar US Services LP	08/28/2020	
AMP0020 - PO - Powin - Adams Road	Purchase Order	Amp Solar US Services LP	08/28/2020	
AMP0020 - Adams Road - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	East Brookfield Adams Road Solar LLC	09/09/2020	
AMP0000 - Amp - Master Service Agreement - 20200710	Master Supply Agreement	esVolta, LP	07/09/2020	
Amendment_2_SPC_Garland_Prime_Contract_-_Final	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	04/25/2022	
Leader - Powin - PO 20211213_approved__powin (LD Date Change 6.15.22)	Purchase Order	Leader Energy Storage Technology Co., Ltd	12/13/2021	
20210811 - LNTP for TPE21001 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/04/2021	
20210811 - LNTP for TPE20032 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/02/2021	
20201231_Westar_-_Project_Contract_(final_exhibits_executed)	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	02/05/2021	
20191028 - PEC BESA - Base v.9 Putah Creek Execution Copy 042221_fully signed	ESA (Energy Storage Agreement)	Putah Creek Solar Farms, LLC	04/22/2021	
20190715 - Annex - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019	
20190715 - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019	
2021.12.30 Powin-Borrego MSA wForm BESA (Fully Executed)	Master Supply Agreement	Borrego Solar Systems Inc	12/30/2021	
2021.11.09_LTSA_FINAL_Oak Hill 2_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021	
2021.11.09_LTSA_FINAL_Oak Hill 1_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021	
2021.11.09_LTSA_FINAL_Elmbrook_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021	
2018.08.22 Stillwater- v13.3 - PEC Final (fully executed) (003)	Purchase Order	Stillwater Energy Storage, LLC	08/22/2018	
2017.02.03 - Adon Powin - Battery Equipment Supply Agreement - EXECUTED	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017	Revenue
EDF0040 - Big Beau 1 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
DTE Powin LNTP Letter Agreement - Engineer (compiled, fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	07/18/2023	
Dry Bridge Strata-Powin BESA (compiled, fully executed)	ESA (Energy Storage Agreement)	Strata Solar, LLC	02/02/2022	
Desert Quartzite - Project Agreement (Executed)	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	12/06/2022	
Desert Quartzite - NTP (Executed)-1	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Desert Quartzite, LLC	12/06/2022	
MSA - Powin & TopBand - signed 07.21.2023	Master Service Agreement	Huizhou Topband Electrical Technology Co., LTD		ISC
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India		ISC
Exhibit_U_-_AKE0010_-_Ulinda Park_Tech_Escrow_Invoicing_Agreement_(Final) - executed	Technology Escrow Agreement	Ulinda Park ProjectCo Pty Ltd	07/21/2023	
Sun Streams 3_-_Invoicing_Agreement_(IP_Escrow)__7.20.2023_clean_executed	Technology Escrow Agreement	Sun Streams PVS, LLC	07/20/2023	
PNM Powin Rio Del Oro EPA (fully executed, compiled with exhibits)[203747]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023	
PNM South Valley - LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023	
20220814 - LNTP Letter Agreement - Lonestar (Powin CLEAN 12.21.22)(Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Lone Star Solar, LLC	12/21/2022	
Lonestar LTSA (fully executed, compiled with exhibits)	LTSA (Long Term Service Agreement)	Lone Star Solar, LLC	05/01/2023	
Hemingway Expansion LNTP (fully executed, fully compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/05/2023	
Second Amended and Restated LNTP - Hemingway Expansion (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/25/2023	
Akaysha - Ulinda Park - Powin - Energy Supply Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	06/26/2023	
Akaysha - Ulinda Park - LTSA (fully executed, compiled)	LTSA (Long Term Service Agreement)	Ulinda Park ProjectCo Pty Ltd	06/28/2023	Revenue
Li-Cycle Inc. - Services Agreement & Quote - signed 10.20.2022	Master Service Agreement	Li-Cycle Holdings Corp.	10/20/2022	ISC
06.10.2022 EVE - Powin MSA Amendment #2 - signed	Master Supply Agreement	EVE Asia Co. Limited	06/01/2022	ISC
Powin_CNTE_Purchase Framework Agreement-Fully Executed - 02.28.2022	Framework Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)	02/28/2022	ISC
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India		ISC
Amendment to MSA - Powin Energy (2)_Final	Master Service Agreement	RRC Power and Energy, LLC	01/26/2022	ISC
Powin & Heilind MSA - signed 08.29.2022 (Supplier of Amphenol Materials)	Master Supply Agreement	Heilind Asia Pacific (HK) Ltd.	08/29/2022	ISC
Formosa Supply Agreement redv4 20201029	Master Supply Agreement	Formosa Electronic Industries, Inc.		ISC
Energy Storage Response Group, LLC_Powin_MSA (SOW 1 & 2)_2021.06.21_Executed	Master Service Agreement	Energy Storage Response Group LLC	06/21/2021	ISC
Powin & Envision AESC US MSA - signed 07.28.2022	Master Supply Agreement	Envision AESC US LLC	07/18/2022	ISC

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Powin - REPT - MOU - Fully Executed 04.21.2022	Memorandum of Understanding	REPT BATTERO Energy Co., LTD	06/01/2024	ISC
Powin - ACE Battery PFA - signed 03.15.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/15/2023	ISC
Powin - iBase Solutions PFA - signed 05.16.2023	Framework Agreement	iBase Solution Co., Ltd.	05/16/2023	ISC
20191031 - iBase fully executed	Master Supply Agreement	iBase Gaming Inc.	10/31/2019	ISC
Powin & CIMC MSA - signed 03.07.2023	Master Service Agreement	Qingdao CIMC container manufacture CO. LTD	03/01/2023	ISC
REPT Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Ruipu Energy Co., LTD (REPT)	06/29/2021	ISC
Powin - Myst AI Form Agreement and Order Form_FINAL_2022.10.07.docx	Purchase Order	Myst AI, Inc.	10/07/2022	ISC
Powin_Bluewater Battery Solutions_Services Agreement - FINAL - signed 12.09.2022	Master Service Agreement	Bluewater Battery Logistic, LLC	12/09/2022	ISC
EVE-Powin-iBase 3-Party MSA 03.17.2021	Master Supply Agreement	EVE Asia Co. Limited	09/30/2021	ISC
Huizhou Topband Electrical Technology Purchase Framework Agreement	Framework Agreement	Huizhou Topband Electrical Technology Co., Ltd.	12/29/2021	ISC
Powin & J-Tech MSA - signed 12.30.2022	Master Supply Agreement	China J-Tech Prescision Machinery Group Limited		ISC
AESC Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.	07/07/2021	ISC
Amendment to EVE-Powin-Finway 3-Party MSA - Performance Only - 12.16.2021 (1)	Master Supply Agreement	EVE Asia Co. Limited	11/22/2021	ISC
Powin - SMA MSA 2022.08.22 clean Final with Exhibits part excec 08.23.22	Master Supply Agreement	SMA Solar Technology America LLC	08/19/2022	ISC
Powin - Hithium PFA - signed- 05.18.2023	Framework Agreement	Hithium (Xiamen Hithium Energy Storage Technology Co., Ltd.)	05/18/2023	ISC
Powin - REPT MSA - FINAL with Exhibits - signed 12.13.2022	Master Supply Agreement	REPT BATTERO Energy Co., LTD	12/06/2022	ISC
Amendment 3 to MSA between Powin and EVE - signed 11.21.2022	Master Supply Agreement	EVE Power Hong Kong Co., Limited	10/31/2022	ISC
Formosa MOU	Memorandum of Understanding	Formosa Electronic Industries, Inc.		ISC
Powin G Battery PFA FINAL - signed 04.24.2023	Framework Agreement	Xuzhou G Battery International Trade Co., Ltd.	04/24/2023	ISC
CATL & Powin Cell MSA - 01.23.2019	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)	06/30/2022	ISC
Intertek_Powin MSA 7.21.21_EXECUTED (4)	Master Service Agreement	Intertek Testing Services NA, Inc.	07/21/2021	ISC
Powin - Formosa Electric Industries PFA - Executed 03.23.2023	Framework Agreement	Formosa Electronic Industries, Inc.	03/22/2023	ISC
Powin EPSoft Service Agreement - signed 06.03.2022	Master Service Agreement	EPSoft	06/03/2022	ISC
Powin & Ace Engineering MSA - EXECUTED - 12.12.2022	Master Supply Agreement	ACE Engineering & Co Ltd	12/12/2022	ISC
Powin - SMA MSA - clean FINAL EXECUTED v2 12232020	Master Supply Agreement	SMA Solar Technology America LLC	01/01/2021	ISC
2022-2023 Annual Purchase Agreement_2021.05.17_EXECUTED (3)	Purchasing Agreement	Contemporary Amperex Technology Co. Limited (CATL)		ISC
EVE Cell PG and Warranty Term Amendment - 01.05.2023	Master Supply Agreement	EVE Asia Co. Limited		ISC
Powin-CATL-MSA Amendment #1 - signed 20220214	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)		ISC
Master Supply Agreement_GTI_9-6-2022 Executed	Master Supply Agreement	GTI Fabrication	09/05/2022	ISC
MSA - Powin & C3Controls - signed 04.03.2023	Master Supply Agreement	Control Concepts Corporation dba c3controls	04/01/2023	ISC
Dynapower - Powin - MSA - 12-15-2020 - Countersigned	Master Supply Agreement	Dynapower Company, LLC	10/01/2020	ISC
Powin - Envision AESC - MOU FINAL - Fully Executed - 02.17.2022	Memorandum of Understanding	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.		ISC
Powin & CIMC-Powin JV MSA - 04.27.2023	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., LTD	04/23/2023	ISC

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Jabil Powin - MSA Amendment 1 - signed 04.10.2023	Master Supply Agreement	Jabil Inc.	02/13/2023	ISC
Powin & Celestica MSA - EXECUTED - 04.26.2023	Master Supply Agreement	Celestica LLC	03/06/2023	ISC
Powin - Desay Battery PFA - signed 03.26.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.		ISC
Powin & CNTE MSA -Fully Executed - 04.20.2022	Master Supply Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)		ISC
Powin & SGS Service Agreement_FINAL - 03.14.2022	Master Service Agreement	SGS North America Inc.	03/14/2022	ISC
Powin & SIBA Fuse MSA - signed 10.10.2022	Master Supply Agreement	SIBA, LLC	10/10/2022	ISC
EVE-Powin-Finway 3-Party MSA 12.16.2020	Master Supply Agreement	EVE Asia Co. Limited		ISC
Li-Cycle Inc. - Services Agreement Quote 12022022 - 2nd pickup - signed 12.07.2022	Master Service Agreement	Li-Cycle Holdings Corp.	12/07/2022	ISC
Powin - Jabil MSA - FINAL - 06.20.2022	Master Supply Agreement	Jabil Inc.	06/07/2022	ISC

Content type	Title	Counterparty	Effective Date
Document	TPE Energy - Powin - JV Agreement - 05.20.2020	TPE Energy; iBase Gaming Inc. CMIC Technology Co., Ltd Qingdao CIMC Container Manufacture Co. LTD.	05.20.2020
Document	Powin_CIMC JV Agreement Bilingual	Powin China Holdings 2, LLC	Unknown, effective Date is blank
Document	JV Powin UCB revUCB 101224 PDF	UCB S.A.	01.10.2025
Document	CIMC-Powin Term Sheet 28July_Final	CMIC Technology Co., Ltd	07.21.2022

Contract Management - Contract information - Technology Escrow Agreements

File	Contract Type*	Counterparty Name*	Second Counterparty Name	Contract/Document Effective Date*	Project ID	Project Name	Folder
Ulinda Park - Powin - Praxis - Tech Escrow Agreement - 09.10.2024	Technology Escrow Agreement	Ulinda Park Project Co Pty Ltd	PRAXIS Technology Escrow, LLC	09/10/2024	AKE0010	Ulinda Park	/Customer Contracts (EXECUTED)/Akaysha Energy Pty Ltd/AKE0010 - Ulinda Park
Cameron Wind 1, LLC-PRAXIS-Powin-Rider C-05.01.2024	Rider C	Cameron Wind 1,, LLC	PRAXIS Technology Escrow, LLC	05/01/2024	APE0010	Sabal	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0010 - Sabal
PRAXIS Powin Two Party Master Escrow Agreement - 03.22.2024 (2)	Technology Escrow Agreement	Praxis Technology Escrow		03/22/2024			/Supplier Contracts/Technology
DTE - Trenton DTE0021 - Powin Rider C - 02.23.2023	Rider C	DTE Electric Company		02/23/2024	DTE0021	Trenton	/Customer Contracts (EXECUTED)/DTE Electric Company/DTE0021 - Trenton Channel
DTE - Trenton DTE0021 - Powin Tech Escrow Invoicing Agreement_02.23.2024	Invoicing Agreement	DTE Electric Company		02/23/2024	DTE0021	Trenton	/Customer Contracts (EXECUTED)/DTE Electric Company/DTE0021 - Trenton Channel
PRAXIS-Powin-Munmorah Three Party Master Escrow Agreement - 02.22.2024	Technology Escrow Agreement	Munmorah Battery ProjectCo Pty Ltd	PRAXIS Technology Escrow, LLC	02/22/2024	AKE0060	Waratah	/Customer Contracts (EXECUTED)/Akaysha Energy Pty Ltd/AKE0060 - Waratah Super Battery
INV0490 - Yuma - Powin Tech Escrow Invoicing Agreement - 12.5.2023 (fully executed)	Invoicing Agreement	Yuma Solar Energy LLC		12/05/2023	INV0490	Yuma	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0490 - YUMA
INV0111- El Sol - Powin - Technology Escrow Invoicing Agreement - 12.05.2023 (fully executed)	Invoicing Agreement	El Sol Energy Storage LLC		12/05/2023	INV0111	El Sol	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0111 - El Sol A&R
PRAXIS - Powin - Yuma Solar Energy Rider C Final.docx	Rider C	Yuma Solar Energy LLC		12/05/2023	INV0490	Yuma	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0490 - YUMA
PRAXIS - Powin - El Sol Energy Storage Rider C Final.docx	Rider C	El Sol Energy Storage LLC		12/05/2023	INV0111	El Sol	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0111 - El Sol A&R
Poblano -Escrow_Invoicing_Agreement (EPC Contractor) - 11.3.2023	Invoicing Agreement	EPC Services Company		11/03/2023	STR0400	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C EPC Services Company 11.3.2023	Rider C	EPC Services Company	PRAXIS Technology Escrow, LLC	11/03/2023	STR0400	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C Poblano 11.3.2023	Rider C	Poblano Energy Storage, LLC	PRAXIS Technology Escrow, LLC	11/03/2023	STR0040	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
Poblano -Escrow_Invoicing_Agreement (Poblano) - 11.3.2023	Invoicing Agreement	Poblano Energy Storage, LLC		11/03/2023	STR0400	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
PRAXIS - Powin Idaho Power Company Rider C Final.docx	Rider C	Idaho Power Comapny		09/14/2023	IDP0061	Hemingway Expansion	/Customer Contracts (EXECUTED)/Idaho Power Company/IDP0061 - Hemingway Expansion
Exhibit X2 - IDP0061 - Powin Tech Escrow Invoicing Agreement_execution_v	Invoicing Agreement	Idaho Power Comapny		09/14/2023	IDP0061	Hemingway Expansion	/Customer Contracts (EXECUTED)/Idaho Power Company/IDP0061 - Hemingway Expansion
PRAXIS - Sun Streams PVS 4 - Rider C Final.docx	Rider C	Sun Streams Expansion, LLC		08/23/2023	LRD0082	Sunstreams 4	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0082 - Sunstreams 4

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PRAXIS - Powin Serrano Solar Rider C Final.docx	Rider C	Serrano Solar, LLC	PRAXIS Technology Escrow, LLC	08/23/2023	LRD0100	Serrano	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0100 - Serrano
SS4 - Invoicing Agreement (IP Escrow) 2023.08.23	Invoicing Agreement	Sun Streams Expansion LLC		08/23/2023	LRD0082	Sunstreams 4	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0082 - Sunstreams 4
Serrano - Invoicing Agreement (IP Escrow) _8.8.2023 execution version	Invoicing Agreement	Serrano Solar, LLC		08/23/2023	LRD0100	Serrano	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0100 - Serrano
PRAXIS - Powin - Sun Streams PVS Rider C executed	Rider C	Sun Streams PVS, LLC	PRAXIS Technology Escrow, LLC	07/24/2023	LRD0081	Sunstreams3	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0081 - Sunstreams 3
Sun Streams 3_-_Invoicing_Agreement_(IP_Escrow)__7.20.2023_clean_executed	Invoicing Agreement	Sun Streams PVS, LLC		07/20/2023	LRD0081	Sunstreams 3	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0081 - Sunstreams 3
APE0060 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.29.30	Invoicing Agreement	Angelo Storage LLC		12/20/2022	APE0060	Angelo Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0060 - Angelo Storage
APE0070 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.32.07	Invoicing Agreement	Great Kiskadee LLC		12/20/2022	APE0070	Kiskadee Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0070 - Great Kiskadee Storage
PRAXIS Rider C (Angelo Storage, LLC	Rider C	Angelo Storage LLC		12/20/2022	APE0060	Angelo Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0060 - Angelo Storage
PRAXIS Rider C Great Kiskadee Storage, LLC	Rider C	Great Kiskadee Storage, LLC		12/20/2022	APE0070	Kiskadee Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0070 - Great Kiskadee Storage
PRAXIS-Powin-Desert-Quartzite-signed-Rider-C	Rider C	Desert Quartzite, LLC		12/06/2022	EDF0480	Desert Quartzite	/Customer Contracts (EXECUTED)/EDF Renewables Development, Inc/EDF0480 - Desert Quartzite
Hummingbird - Exhibit Y - ESV0220 - IP Escrow Agreement - PRAXIS Rider C.docx	Rider C	Hummingbird Energy Storage, LLC		10/01/2022	ESV0220	Hummingbird	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0220 - Hummingbird
Powin-Energy-Ontario-Storage-First-Amendment-to-Powin-Energy-Ontario-Storage-Two-Party-Master-Escr-signed	Technology Escrow Agreement	Powin Energy Ontario Storage II, LP	PRAXIS Technology Escrow, LLC	05/17/2022	ESV0000	Stratford	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0000 - Stratford
SP_Powin_Praxis_Escrow Agreement Amendment202203_FE (1)	Technology Escrow Agreement	Santa Paula Energy Storage	PRAXIS Technology Escrow, LLC	03/01/2022	ESV0230	Santa Paula	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0230 - Santa Paula
Acorn-I-First-Amendment-to-Powin-Acorn-I-Energy-Two-Party-Master-Escrow-Agreement-HL-2-21-2022.d	Technology Escrow Agreement	Acorn I Energy Storage LLC	PRAXIS Technology Escrow, LLC	02/21/2022	ESV0290	Acorn I	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0290 - Acorn
Rider-C-Powin-KCE-TX-Holdings-2020-Operating-Projects-NRF-12.31.DOCX	Rider C	KCE Texas Holdings 2020, LLC	PRAXIS Technology Escrow, LLC	01/13/2021	MHP0110, MHP0120, MHP230	TX 11, TX 12, Roughneck	/Customer Contracts (EXECUTED)/Key Capture Energy, LLC (KCE)
Rider C - KCE-Powin PEC (Construction Projects)(NRF 12.31).DOCX	Rider C	KCE Texas Holdings 2020, LLC		01/13/2021		TX 2, TX7, TX8	/Customer Contracts (EXECUTED)/Key Capture Energy, LLC (KCE)
PRAXIS-Powin Two Party Master Escrow Agreement - Final 12-17-19.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC		12/17/2019			/Supplier Contracts/Technology

PRAXIS Rider C Wildcat - FINAL.docx	Rider C	Wildcat I Energy Storage LLC		11/25/2019	ESV0090	Wildcat	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0090 - Wildcat Project
20191113 Praxis Rider C Acorn (esVolta PEC Executed)	Rider C	Acorn I Energy Storage LLC		10/01/2019	ESV0290	Acorn	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0290 - Acorn
W. Columbia - Praxis - POWIN - Three Party Technology Escrow Agreement wEX B FINAL	Technology Escrow Agreement	West Columbia Storage LLC	PRAXIS Technology Escrow, LLC	09/26/2019	GLP0020	Glidepath West Columbia	/Customer Contracts (EXECUTED)/West Columbia Storage, LLC/GLP0020 - Glidepath West Columbia
PRAXIS - PEC - Charger-Two-Party-Master-Escrow - 6.21.2018 (Powin Energy Ontario Storage II Rider C)	Rider C	Praxis Technology Escrow		06/21/2018	ESV0000	Stratford	/Customer Contracts (EXECUTED)/esVolta, LP
Powin PEC 3P Escrow Agreement 180303	Technology Escrow Agreement	PPA Grand Johanna	PRAXIS Technology Escrow, LLC	03/15/2018	ESV1000	Millikan	/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage I, LLC.docx	Rider C	Convergent Energy and Power LP			CEP0201	West Warwick I	/Customer Contracts (EXECUTED)/Convergent Energy/CEP0201 - West Warwick I
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage II, LLC.docx	Rider C	Convergent Energy and Power LP			CEP0201	West Warwick I	/Customer Contracts (EXECUTED)/Convergent Energy/CEP0202 - West Warwick II
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage III, LLC.docx	Rider C	Convergent Energy and Power LP			CEP0203	West Warwick III	/Customer Contracts (EXECUTED)/Convergent Energy/CEP0203 - West Warwick III
Rider-C-KCE-Powin.docx	Rider C	Key Capture Energy	PRAXIS Technology Escrow, LLC				/Customer Contracts (EXECUTED)/Key Capture Energy, LLC (KCE)
Rider-C-KCE-Powin-PEC-Construction-ProjectsNRF-12.31.DOCX	Rider C	KCE Texas Holdings 2020, LLC	PRAXIS Technology Escrow, LLC		KCE0090, KCE0070, KCE0080	TX 2, TX 7, TX 8	/Customer Contracts (EXECUTED)/Mitsubishi Power Americas, Inc. (MPA)/Prevalon
12.26.21 Powin Rider C - Flower Valley LLC (Jupiter cmts) - FINAL (1)	Rider C	Flower Valley LLC	PRAXIS Technology Escrow, LLC		JPR0020	Flower Valley	/Customer Contracts (EXECUTED)/Jupiter Power, LLC/JPR0020 - Flower Valley
12.26.21 Powin Rider C - Swoose LLC (Jupiter cmts) - FINAL (1)	Rider C	Swoose LLC	PRAXIS Technology Escrow, LLC		JPR0010	Swoose	/Customer Contracts (EXECUTED)/Jupiter Power, LLC/JPR0010 - Swoose
12.26.21 Powin Rider C - Triple Butte LLC (Jupiter cmts) - FINAL (1)	Rider C	Triple Butte LLC	PRAXIS Technology Escrow, LLC		JPR0030	Triple Butte	/Customer Contracts (EXECUTED)/Jupiter Power, LLC/JPR0030 - Triple Butte
Powin-Rider-C-Garland-Project.docx	Rider C	SP Garland Solar Storage LLC Mitsubishi Power Americas	PRAXIS Technology Escrow, LLC		RCT0020	Garland	/Customer Contracts (EXECUTED)/Mitsubishi Power Americas, Inc. (MPA)/Prevalon/RCT0020 - Garland
Powin-Rider-C-Tranquility-Project.docx	Rider C	SP Tranquility Solar Storage LLC Mitsubishi Power Americas	PRAXIS Technology Escrow, LLC		RCT0030	Trannquility	/Customer Contracts (EXECUTED)/Mitsubishi Power Americas, Inc. (MPA)/Prevalon/RCT0030 - Tranquility
PRAXIS Rider C - Arrow Canyon Solar	Rider C	Arrow Canyon Solar, LLC			EDF0170	Arrown Canyon	/Customer Contracts (EXECUTED)/EDF Renewables Development, Inc/EDF0170 - Arrow Canyon
PRAXIS Rider C - Rabbitbrush Solar, LLC	Rider C	Rabbitbrush Solar, LLC			FSI0040	Rabbitbrush 1	/Customer Contracts (EXECUTED)/Leeward/FSI0040 - Rabbitbrush 1
PRAXIS Rider C - Chaparral Springs - Powin.docx	Rider C	Chaparral Springs, LLC			LWD0020	Chapparral Springs	/Customer Contracts (EXECUTED)/Leeward/LWD0020 - Chaparral Springs

Beneficiary Enrollment (Rider C) - Santa Paula Energy Storage - Powin Energy 180612	Rider C	Santa Paula Energy Storage			ESV0230	Santa Paula	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0230 - Santa Paula

Schedule 3.7

INTELLECTUAL PROPERTY

(a)

(i) Registered Intellectual Property

a. PATENTS

KS Ref. No.	Country	Type	Title	Application No.	Filed	Publication No.	Publication Date	Patent No	Issued	Status	Next Due Date	Status Changed Date	Comments
9888-100878-01	U.S.	Direct	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	16/101,032	8/10/2018	2020/0052502	2/13/2020	10,978,884	4/13/2021	Issued	10/13/2028 - Due, 2nd maintenance fee	9/24/2024	1st maintenance fee paid 9/24/2024
9888-100878-02	PCT		ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	PCT/US2019/045678	8/8/2019	WO 2020/033665	2/13/2020	N/A	N/A	Expired PCT			
9888-100878-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,491	8/8/2019	3,107,491	2/13/2020			Pending		6/3/2024	Instructed to cease work and allow to lapse 6/3/2024; awaiting notice of abandonment
9888-100878-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052902.0	8/8/2019	112567586A	3/26/2021	112567586B	11/15/2024	Issued	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee

9888-100878-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19847972.7	8/8/2019	3834271	6/16/2021			Pending	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100878-06	Japan	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	2021-531461	8/8/2019	2021-534719	12/9/2021	7295952	6/13/2023	Issued	6/13/2026 - Due, maintenance fee	6/13/2023	
9888-100878-07	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	17/213,155	3/25/2021	2021/0218250	7/15/2021	11,799,137	10/24/2023	Issued	4/24/2027 - Due 1st maintenance fee	10/24/2023	
9888-100878-08	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	18/491,448	10/20/2023	2024/0047769	2/8/2024			Pending		2/8/2024	Application published on 02/08/2024; awaiting action from PTO
9888-100878-09	China	Divisional	BALANCING CIRCUIT AND METHOD	202411508647 5.0	10/28/2024	119401598	2/7/2025			Pending		10/28/2024	Application published on 02/07/2025; awaiting action from CNIPA
9888-100879-01	U.S.	Direct	ENHANCED BATTERY MANAGEME	16/101,045	8/10/2018	2020/0052503	2/13/2020	11,063,444	7/13/2021	Issued	1/13/2029 - Due, 2nd	12/27/2024	1st maintenance fee

			NT SYSTEM FOR BATTERY PACK								maintenance fee		paid 12/27/2024
9888-100879-02	PCT		ENHANCED BATTERY MANAGEMENT SYSTEM FOR BATTERY PACK	PCT/US2019/045696	8/8/2019	WO 2020/033680	2/13/2020	N/A	N/A	Expired PCT			
9888-100879-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,493	8/8/2019	3,107,493	2/13/2020			Pending		6/3/2023	Instructed to cease work and allow to lapse 6/3/2024; awaiting Notice of Abandonment
9888-100879-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052886.5	8/8/2019	112585837	3/30/2021	112585837B	11/12/2024	Issued	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100879-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19848236.6	8/8/2019	3834272	6/16/2021			Pending	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100879-06	Japan	National Stage	ENHANCED BATTERY MANAGEMENT SYSTEM FOR BATTERY PACK	2021-531462	8/8/2019	2021-534720	12/9/2021	7295953	6/13/2023	Issued	6/13/2026 - Due, 4th maintenance fee	6/13/2023	
9888-100880-01	U.S.	Provisional	MODULAR BATTERY STACK AND	62/729,852	9/11/2018	N/A	N/A	N/A	N/A	Expired Provisional			

			SUPPORT SYSTEM										
9888-100880-02	PCT		MODULAR BATTERY STACK AND SUPPORT SYSTEM	PCT/US2019/050328	9/10/2019	WO 2020/055809	3/19/2020	N/A	N/A	Expired PCT			
9888-100880-03	Canada	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	3,110,857	9/10/2019	3,110,857	3/19/2020			Pending		8/12/2024	Examination requested 8/12/2024; awaiting 1st action
9888-100880-04	China	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	201980059297.X	9/10/2019	112673519	4/16/2021	N/A	N/A	Abandoned		8/10/2023	
9888-100880-05	EPC	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	19861075.0	9/10/2019	3850687	7/21/2021			Pending	6/6/2025 - Due, action response	2/25/2025	Preparing instructions to foreign agent to file response
9888-100880-06	U.S.	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	17/273,696	3/4/2021	2021/0336302	10/28/2021	11,996,531	5/28/2024	Issued	11/28/2027 - Due, 1st maintenance fee	5/28/2024	Patent issued 5/28/2024
9888-106220-01	U.S.	Provisional	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	62/066,185	10/20/2014	N/A	N/A	N/A	N/A	Expired Provisional			

9888-10622 0-02	U.S.	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	14/678,074	4/3/2015	2016/0111900	4/21/2016	10,263,436	4/16/2019	Issued	10/16/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022
9888-10622 0-03	China	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	201610208153.4	4/1/2016	105939035A	9/14/2016	105939035B	9/21/2018	Abandoned		4/1/2024	Notice of Cessation of Patent Rights issued 11/7/2024
9888-10622 1-01	PCT		ELECTRICAL ENERGY STORAGE UNIT	PCT/CN2011/071548	3/5/2011	WO 2012/119297	9/13/2012	N/A	N/A	Expired PCT			
9888-10622 1-02	China	Direct	ELECTRICAL ENERGY STORAGE UNIT	201180065185.9	3/5/2011	103403993A	7/19/2013	103403993B	8/24/2016	Issued	3/5/2025 - Due, maintenance fee	2/12/2024	2024 maintenance fee paid 2/12/2024
9888-10622 1-03	U.S.	National Stage	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	13/978,689	8/27/2013	2013/0328530	12/12/2013	9,331,497	5/3/2016	Issued	11/3/2027 - Due, 3rd maintenance fee	10/17/2023	2nd maintenance fee paid 10/17/2023
9888-10622 1-04	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND	14/962,491	12/8/2015	2016/0141894	5/19/2016	9,847,654	12/19/2017	Issued	6/19/2025 - Due, 2nd maintenance fee	3/25/2025	Instructed to pay 2nd maintenance fee

			APPLICATIONS THEREOF										
9888-106221-05	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	201611110795.7	12/6/2016	106849212	6/13/2017	N/A	N/A	Abandoned			
9888-106221-06	U.S.	Provisional	MODULAR, STACKABLE BATTERY ENERGY STORAGE SYSTEM, AND APPLICATIONS THEREOF	62/554,881	9/6/2017	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106221-07	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	15/845,598	12/18/2017	2018/0123357	5/3/2018	10,536,007	1/14/2020	Issued	7/14/2027 - Due, 2nd maintenance fee	6/15/2023	1st maintenance fee paid 6/15/2023
9888-106221-08	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	201810422475.8	5/5/2018	108649595A	10/12/2018	108649595B	10/22/2021	Abandoned		5/5/2024	Notice of Cessation of Patent Rights issued 12/11/2024
9888-106222-01	U.S.	Direct	NON-TRACTION BATTERY CONTROLLER AND	14/105,952	12/13/2013	2015/0165913	6/18/2015	9,168,836	10/27/2015	Issued	4/27/2027 - Due, 2nd maintenance fee	2/17/2023	2023 maintenance fee paid 2/17/2023

			APPLICATIONS THEREOF										
9888-106222-02	China	Direct	NON-TRACTION BATTERY CONTROLLER AND APPLICATIONS THEREOF	201410111983.6	3/24/2014	104009530A	8/27/2014	104009530B	11/20/2016	Abandoned		3/24/2024	Notice of Cessation of Patent Rights issued 10/30/2024
9888-106223-01	U.S.	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	14/851,482	9/11/2015	2017/0077559	3/16/2017	9,923,247	3/20/2018	Issued	9/20/2025 - Due, 2nd maintenance fee	9/9/2021	1st maintenance fee paid 9/9/2021
9888-106223-02	China	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	201610816277.0	9/10/2016	107123834	9/1/2017	N/A	N/A	Abandoned		6/25/2021	
9888-106224-01	U.S.	Direct	BATTERY MANAGEMENT SYSTEM (BMS) HAVING ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLERS.	14/851,460	9/11/2015	2017/0077558	3/16/2017	10,122,186	11/6/2018	Issued	5/6/2026 - Due, 2nd maintenance fee	3/1/2022	1st maintenance fee paid 3/1/2022
9888-106224-02	China	Direct	BATTERY MANAGEMENT SYSTEM (BMS) HAVING	201610816276.6	9/10/2016	106899052	6/27/2017	N/A	N/A	Abandoned		5/28/2021	

			ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLERS.										
9888-106225-01	U.S.	Direct	WARRANTY TRACKER FOR A BATTERY PACK	14/819,779	8/6/2015	2017/0038433	2/9/2017	10,254,350	4/9/2019	Issued	10/9/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022
9888-106225-02	China	Direct	WARRANTY TRACKER FOR A BATTERY PACK	201610569996.7	7/19/2016	106199447A	12/7/2016	1065199447B	3/16/2021	Issued	7/19/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-106226-01	U.S.	Direct	BATTERY ENERGY STORAGE SYSTEM	14/932,688	11/4/2015	2017/0126032	5/4/2017	9,882,401	1/30/2018	Issued	7/30/2025 - Due, 2nd maintenance fee	3/25/2025	Instructed to pay 1st maintenance fee
9888-106226-02	China	Direct	BATTERY ENERGY STORAGE SYSTEM	201610969153.6	11/4/2016	106961114A	7/18/2017	106961114B	7/19/2019	Issued	11/4/2025 - Due, maintenance fee	9/30/2024	2024 maintenance fee paid 9/30/2024
9888-106226-03	U.S.	Continuation	BATTERY ENERGY STORAGE SYSTEM	15/882,713	1/29/2018	2018/0233931	8/16/2018	10,270,266	4/23/2019	Issued	10/23/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022
9888-106227-01	U.S.	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN	14/819,774	8/6/2015	2017/0040646	2/9/2017	10,153,521	12/11/2018	Issued	6/11/2026 - Due, 2nd maintenance fee	3/1/2022	1st maintenance fee paid 3/1/2022

			OPERATING ISSUE OR DEFECT									
9888-106227-02	China	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN OPERATING ISSUE OR DEFECT	201610569997.1	7/19/2016	106154178A	11/23/2016	106154178B	5/12/2020	Issued	7/19/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-106228-01	U.S.	Direct	BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	14/884,463	10/15/2015	2017/0106764	4/20/2017	10,040,363	8/7/2018	Issued	2/9/2026 - Due, 2nd maintenance fee	12/27/2021	1st maintenance fee paid 12/27/2021
9888-106228-02	China	Direct	BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	201610893636.2	10/13/2016	106816917	6/9/2017	N/A	N/A	Abandoned			File Not Opened Handled directly by Powin / Virgil until abandonment
9888-106229-01	U.S.	Provisional	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS HAVING A BATTERY PACK	62/340,647	5/24/2016	N/A	N/A	N/A	N/A	Expired Provisional			File Not Opened Handled by Sterne Kessler until expiration

			OPERATING SYSTEM, AND APPLICATIONS THEREOF										
9888-106229-02	U.S.	Direct	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS HAVING A BATTERY PACK OPERATING SYSTEM, AND APPLICATIONS THEREOF	15/604,329	5/24/2017	N/A	N/A	N/A	N/A	Abandoned			File Not Opened Handled by Sterne Kessler until abandonment
9888-106230-01	U.S.	Direct	BATTERY PACK MONITORING AND WARRANTY TRACKING SYSTEM	15/389,188	12/22/2016	2018/0181967	6/28/2018	10,699,278	6/30/2020	Issued	12/30/2027 - Due, 2nd maintenance fee	12/12/2023	1st maintenance fee paid 12/12/2023
9888-106231-01	U.S.	Provisional	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	62/645,623	3/20/2018	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106231-02	PCT		MONITORING BATTERY PACKS WITHIN A BATTERY	PCT/US19/22992	3/19/2019	WO 2019/183111	9/26/2019	N/A	N/A	Expired PCT			

			ENERGY STORAGE SYSTEM									
9888-10623 1-03	U.S.	National Stage	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	16/982,449	9/18/2020	2021/0083329	3/18/2021			Allowed	2/25/2025	Issue Fee paid 2/25/2025; awaiting issued patent certificate
9888-10623 1-04	U.S.	Continuation	SYSTEMS FOR MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	19/075,032	3/10/2025					Pending	3/10/2025	Awaiting action from PTO
9888-10623 2-01	U.S.	Provisional	NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	62/682,453	6/8/2018	N/A	N/A	N/A	N/A	Expired Provisional		
9888-10623 2-02	PCT		NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	PCT/US19/35822	6/6/2019	WO 2019/236869	12/12/2019	N/A	N/A	Expired PCT		

9888-106233-01	U.S.	Provisional	MICROGRID POWER SYSTEM	62/682,527	6/8/2018	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106233-02	PCT		MICROGRID POWER SYSTEM	PCT/US19/35838	6/6/2019	WO 2019/236883	12/12/2019	N/A	N/A	Expired PCT			
9888-106233-03	U.S.	National Stage	MICROGRID POWER SYSTEM	16/982,454	9/18/2020	2021/0083505	3/18/2021	11,336,111	5/17/2022	Issued	11/17/2025 - Due, 1st maintenance fee	5/17/2022	
9888-106233-04	U.S.	Continuation	MICROGRID POWER SYSTEM	17/743,134	5/12/2022	2022/0360105	11/10/2022	11,843,278	12/12/2023	Issued	6/18/2027 - Due, 1st maintenance fee	12/12/2023	
9888-106233-05	U.S.	Divisional	MICROGRID POWER SYSTEM	18/525,742	11/30/2023	2024/0258826	8/1/2024	12,212,181	1/28/2025	Issued	7/28/2028 - Due, 1st maintenance fee	1/28/2025	
9888-106766-01	U.S.	Provisional	MODULAR BATTERY STACK AND SUPPORT SYSTEM	63/295,721	12/31/2021	N/A	N/A	N/A	N/A	Expired Provisional		12/31/2022	Filed PCT 12/30/2022
9888-106766-02	PCT		ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	PCT/US22/54375	12/30/2022	WO2023129735	7/6/2023	N/A	N/A	Pending		7/6/2023	National Phase applications filed in CN and US 6/28/2024
9888-106766-03	China	Utility Model	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	202280087040 7	6/28/2024	118476104 A	8/9/2024			Pending		2/21/2025	Notification of Entry into Substantive Exam issued 2/21/2025

												; awaiting 1st OA
9888-106766-04	U.S.	National Stage	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	18/725,710	6/28/2024					Pending	2/26/2025	Awaiting action from PTO; Acceptance of National Stage Application received 2/26/2025; awaiting 1st OA
9888-108364-01	U.S.	Provisional	HVAC SERVICING CARRIER	63/419,262	10/25/2022	N/A	N/A	N/A	N/A	Expired Provisional	10/25/2023	No non-provisional application is to filed
9888-108365-01	U.S.	Provisional	UNIFORM TEMPERATURE TUNED SINGLE HEATSINK FOR AIR-COOLED BATTERY APPLICATIONS	63/405,266	9/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	9/9/2023	No non-provisional application is to be filed
9888-108366-01	U.S.	Provisional	BATTERY CELLS WITH VENTING INDICATORS	63/430,211	12/5/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/5/2023	No non-provisional application is to be filed
9888-108649-01	U.S.	Provisional	AUXILLIARY LOAD			N/A	N/A	N/A	N/A	Unfiled - In Progress		

			OPTIMIZATION									
9888-108651-01	U.S.	Provisional	CONTROL SYSTEM FOR AIR-COOLED ENCLOSURE-BASED BATTERY ENERGY STORAGE SYSTEMS	63/431,629	12/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/9/2023	Filed non-provisional 12/14/2022
9888-108651-02	U.S.	Utility	ACTIVE FAN BALANCING	18/081,524	12/14/2022	2024/0194968	6/13/2024			Pending	6/13/2024	Awaiting action from the PTO
9888-108652-01	U.S.	Provisional	BATTERY OPTIMIZATION PLATFORM			N/A	N/A	N/A	N/A	Unfiled - Not Proceeding		
9888-108653-01	U.S.	Provisional	BATTERY STATE OF CHARGE ESTIMATION	63/451,512	3/10/2023	N/A	N/A	N/A	N/A	Expired Provisional	3/10/2024	Non-provisional application filed 4/21/2023
9888-108653-02	U.S.	Utility	BATTERY STATE OF CHARGE ESTIMATION	18/137,362	4/20/2023	2024/0302439	9/12/2024			Pending	9/12/2024	Awaiting action from the PTO
9888-108736-01	U.S.	Provisional	STACKABLE LADDER TRAY	63/417,981	10/20/2022	N/A	N/A	N/A	N/A	Expired Provisional	10/20/2023	Instructed not to file a non-provisional application
9888-110581-02	PCT											

9888-1106 62-01	China	Utility Model	DETATCHABLE ENERGY STORAGE DEVICE	2.01521E+11	9/2/2015		205039186	2/17/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 63-01	China	Utility Model	OUTDOOR CHARGING PILE	2.01521E+11	9/2/2015		204967341	1/13/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 64-01	China	Utility Model	NOVEL BATTERY MODULE	2.01521E+11	10/19/2015		205039192	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 65-01	China	Utility Model	LONG DISTANCE TRANSMISSION I2C BUS COMMUNICATION INTERFACE CIRCUIT	2.01521E+11	10/19/2015		205427840	8/3/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 66-01	China	Utility Model	BATTERY PACK INTEGRATED SYSTEM	2.01521E+11	10/19/2015		205039193	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 67-01	China	Utility Model	AIR-COOLED BATTERY MODULE STRUCTURE	2.01521E+11	10/19/2015		205039221	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 68-01	China	Utility Model	COMBINED BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015		205159415	4/13/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 69-01	China	Utility Model	BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015		205092284	3/16/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 70-01	China	Utility Model	FIRE FIGHTING SYSTEM FOR ELECTRICITY	2015211324080	12/30/2015		205434759	8/10/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee

			STORAGE CONTAINER								
9888-1106 71-01	China	Utility Model	MONITORING DEVICE FOR ELECTRICITY STORAGE CONTAINER	201521132900 8	12/30/2015	205428090	8/3/2016	Abandoned		9/23/2024	Instructed not to pay maintenance fee
9888-1106 72-01	China	Utility Model	COOLING SYSTEM FOR ELECTRICITY STORAGE CONTAINER	201521135094	12/30/2015	205454348	8/10/2016	Abandoned		9/23/2024	Instructed not to pay maintenance fee
9888-1106 73-01	China	Utility Model	NOVEL INTEGRATED HIGH-VOLTAGE ENERGY STORAGE CABINET SYSTEM	202021284703 9	7/3/2020	212435439	1/29/2021	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 74-01	China	Utility Model	QUICK GRADING SYSTEM FOR ECHELON BATTERY	202021293691 6	7/3/2020	212810381	3/26/2021	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 75-01	China	Utility Model	LITHIUM BATTERY PACK PROTECTION DEVICE	202021417006 6	7/17/2020	212342721	1/12/2021	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 76-01	China	Utility Model	AIR COOLING STRUCTURE OF LITHIUM BATTERY PACK	202021417007 0	7/17/2020	212342694	1/12/2021	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 77-01	China	Utility Model	LITHIUM BATTERY PACK	202021418215 2	7/17/2020	212342716	1/12/2021	Abandoned		4/1/2024	Instructed not to pay maintenance fee

			ISOLATION STRUCTURE								
9888-110678-01	China	Utility Model	ANTI-FALLING LITHIUM BATTERY PACK SHELL	202021418240	7/17/2020	21234274 0	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110679-01	China	Utility Model	HEAT PRESERVATION DEVICE FOR LITHIUM BATTERY PACK	202021430061 9	7/20/2020	21234269 5	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110680-01	China	Utility Model	BOX BODY SEALING STRUCTURE OF LITHIUM BATTERY PACK	202021430062 3	7/20/2020	21234275 6	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110681-01	China	Utility Model	EXTERNAL DUSTPROOF STRUCTURE OF LITHIUM BATTERY PACK	202021430103 9	7/20/2020	21234272 2	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110682-01	China	Utility Model	LITHIUM BATTERY PACK CONNECTING SHEET STRUCTURE	202021430143 3	7/20/2020	21234276 8	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110683-01	China	Utility Model	SOFT PACKET OF LITHIUM CELL GROUP PACKAGE ASSEMBLY	202021432018 6	7/20/2020	21234271 8	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110684-01	China	Utility Model	POWER LITHIUM BATTERY PACK	202021418228	7/17/2020	21234271 7	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee

			CONNECTING STRUCTURE									
9888-110685-01	China	Utility Model	VENTILATION DEVICE FOR LITHIUM BATTERY PACK	202021430140	7/20/2020			212342662	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110832-01	China	Utility Model	ACTIVE-BALANCING BATTERY MANAGEMENT SYSTEM FOR SMART PHOTOVOLTAIC LOW-SPEED ELECTRIC VEHICLES	2018209306393	6/11/2018			208353021	1/8/2019	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110833-01	China	Utility Model	ELECTRIC ENERGY STORAGE LITHIUM BATTERY PACK WITH EFFICIENT HEAT DISSIPATION	201921603667 5	9/25/2019			210200916	3/27/2020	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-111359-01	China	Utility Model	LONG-DISTANCE TRANSMISSION 12C BUS COMMUNICATION INTERFACE CIRCUIT	201510712605 8	10/19/2015	105243045A	1/13/2016			Abandoned	12/10/2024	Instructed not to file a response
9888-111463-01	China	Utility Model	SAFETY EXPLOSION-PROOF STRUCTURE	202223477461 7	12/26/2022			218975640U	5/5/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee

			OF STORAGE BATTERY									
9888-1114 64-01	China	Utility Model	THERMAL RUNAWAY PROTECTION STRUCTURE FOR STORAGE BATTERY	202223485871 6	12/27/2022			21893982 1U	4/28/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-1114 65-01	China	Utility Model	UNIFORM HEAT DISSIPATION STRUCTURE FOR ENERGY STORAGE PRODUCT MODULE	202223511639 5	12/28/2022			21895785 4U	5/2/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-1114 66-01	China	Utility Model	AN OUTDOOR MULTI-FUNCTIONAL POWER SUPPLY	202223444376 0	12/22/2022	N/A	N/A	N/A	N/A	Abandoned	8/1/2023	Assignment to Powin, LLC was not recorded as application lapsed after rejection in Aug. 2023
9888-1114 67-01	China	Utility Model	AN OUTDOOR POWER STATION WITH GOOD HEAT DISSIPATION PERFORMANCE	202223458695 7	12/23/2022					Abandoned	5/23/2024	Instructed not to file a response

9888-113331-01	China	Utility Model	COOLING PLATES FOR BATTERIES	2025202486747	2/14/2025		Pending	2/14/2025	Awaiting 1st action from CNIPA
9888-113331-02	U.S.	Provisional	COOLING PLATES FOR BATTERIES				Not Yet Filed		Awaiting confirmation of named Applicants
9888-113514-01	U.S.	Provisional	SYSTEMS AND METHODS FOR PASSIVE BALANCING OF BATTERY PACKS				Not yet filed	3/31/2025	Draft application sent for review 3/31/2025

b. TRADEMARKS

KS Ref. No.	Country	Mark Name	Class	Goods/Services	Application No.	Filing Date	Reg. No.	Reg. Date	Sec. 8&15 Dec. (US only)	Renewal	Status	Comments
10493-109105-01	USA		9	Electric control devices for energy storage; electric power converters; electrical storage batteries	97/612,451	9/29/2022					Abandoned	owned by GPTECH, Inc.
10493-109964-01	USA		9	Electric control devices for energy storage; electric power converters; electrical storage batteries	86/410,268	10/1/2014	4,819,603	9/22/2015		9/22/2025	Registered (owned by GPTECH USA, Inc.)	Section 7 Request to Amend owner to reflect GPTECH, Inc. granted by USPTO
9888-100566-01	USA	STACK	9	Modular Energy Storage System For Providing Electrical Power	87/873,439	4/11/2018					Abandoned	

9888-100567-01	USA		9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 42: Engineering services; electrical systems design services; design and integration of battery systems	87/873,442	4/11/2018	5,712,492	3/2/2019	4/2/2025 (filed)	4/2/2029	Registered

9888-100567-02	Canada		9, 37, 42	Class 9: Electric storage batteries; general purpose batteries; grids for batteries; charging stations for electric vehicles Class 37: Installation of battery systems Class 42: Design, planning and engineering of electrical storage batteries; electrical engineering; mechanical engineering; electrical systems design services; design and development	1,897,913	5/7/2018	TMA1,106,334	8/9/2021	8/9/2031	Registered

				of battery systems								
9888-100567-03	China		9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile	A0075614	5/4/2018	1414675	5/4/2018		5/4/2028	Registered via International Registration No. 1414675.	Request to Cancel Registration filed by third party. No further action to be taken in matter. Registration should eventual

				power-charging stations Class 42: Engineering services; electrical systems design services; design and integration of battery systems							ly be cancelled.
9888-100567-66	Madrid (covering China)		9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 42:	A007 5614	5/4/2018	1414675	5/4/2018		5/4/2028	Registered via International Registration No. 1414675.

			Engineering services; electrical systems design services; design and integration of battery systems		
9888-105002-01	USA	STACKOS		Unfiled - In Progress	Draft recitation of goods sent to client for approval
9888-105003-01	USA	STACKOS+		Unfiled - In Progress	Draft recitation of goods sent to client for approval
9888-105004-01	USA	MAKING STORAGE SIMPLE		Unfiled - In Progress	Awaiting instructions to file.

9888-111969-01	USA	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	98/635,099	7/5/2024			Pending	Suspended pending outcome of US App. No. 98329935 for POWIN filed by Powin Information Technology Inc.; KMH to call Examiner re same
9888-111970-01	USA	AEGIS							Unfiled - Not Proceeding	
9888-111971-01	USA	ATLAS							Unfiled - Not Proceeding	
9888-112030-01	USA	NEXUS							Unfiled - Not Proceeding	
9888-112031-01	USA	CONNECT							Unfiled - Not Proceeding	

9888-105656-01	USA	CENTIPEDE	9	Modular battery storage systems consisting primarily of utility-scale batteries in enclosures for providing electrical power for electricity grid applications	88/164,245	10/22/2018	6,639,559	2/82022	2/8/2028	2/8/2032	Registered
9888-105689-01	USA	POWIN ENERGY	11, 42	Class 11: Lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	86/521,596	2/2/2015	4,865,706	12/8/2015	12/8/2021 (filed)	12/8/2025	Registered

9888-105805-01	USA	POWIN ENERGY	9	Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	86/299,545	1/5/2016	4,882,384	1/5/2016	1/5/2022 (filed)	1/5/2026	Registered
9888-105848-01	USA	BUILDING THE WORLD'S BEST BATTERIES	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	90/531,355	2/16/2021					Abandoned

				charging stations Class 42: Engineering services; electrical systems design services; design and integration of battery systems					
9888-106715-01	USA	POWIN STACK	9	Modular energy storage system for managing electrical power comprised of battery cells and an electronic regulator that monitors and controls the charging and discharging of rechargeable batteries	90/804,882	6/30/2021		Abandoned	Application was allowed; instructed to take no further action
9888-108632-01	USA	LEADING THE CHARGE						Unfiled - Not Proceeding	

9888-108633-01	USA	ENERGY STORAGE MADE SIMPLE	9, 42	Class 42: Engineering services; electrical systems design services; design and integration of battery systems	97/482,368	6/29/2022	7,559,905	11/5/2024	11/5/2030	11/5/2034	Registered
9888-108634-01	USA	BUILDING THE FUTURE OF ENERGY									Unfiled - Not Proceeding
9888-108890-01	USA	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11:	97/559,144	8/22/2022	7,222,099	11/21/2023	11/21/2029	11/21/2033	Registered

				lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-66	International Registration	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-02	Afghanistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-03	OAPI (via Madrid) **OAPI includes Benin, Burkina Faso, Cameroon, the Central African Republic, Chad, the Comoros, the Congo, Côte d'Ivoire, Equatorial	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

	Guinea, Gabon, Guinea, Guinea-Bissau, Mali, Mauritania, the Niger, Senegal, and Togo			stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-04	Albania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-05	Algeria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-06	Antigua and Barbuda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-07	Armenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022		Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-08	Australia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022		Pending: Provisional Refusal issued; response due 11/18/25

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-09	Austria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-10	Azerbaijan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-11	Bahrain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-12	Belarus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-13	Belgium (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-14	Bhutan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-15	Bosnia and Herzegovi (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-16	Botswana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-17	Brazil (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/1932	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-18	Brunei Darussalam (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/1932	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-19	Bulgaria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-20	Cape Verde (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/1932	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-21	Cambodia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-22	Canada (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022		Pending; Office Action issued; Response due 7/15/2025

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-23	Chile (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-24	China (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2020	Abandoned

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-25	Colombia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-26	Croatia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-27	Cuba (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-28	Cyprus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-29	Czech Republic (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-30	North Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-31	Denmark (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-32	Egypt (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-33	Estonia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-34	Eswatini/Swaziland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-35	European Union (via Madrid) **European Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany,	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

	Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden			stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-36	Finland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile	A012 6879	8/31/2022		Abandoned

				power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-37	France (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-38	Gambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-39	Georgia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-40	Germany (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-41	Ghana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-42	Greece (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-43	Hungary (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-44	Iceland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems					
9888-108890-45	India (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022			Pending

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-46	Indonesia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-47	Iran (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-48	Ireland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-49	Israel (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-50	Italy (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-51	Jamaica (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-52	Japan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-53	Kazakhstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-54	Kenya (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-55	Kyrgizstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-56	Laos (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-57	Latvia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-58	Lesotho (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-59	Liberia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-60	Liechtenstein (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-61	Lithuania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-62	Luxembourg (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-63	Madagascar (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-64	Malawi (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-65	Malaysia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-67	Mexico (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-68	Monaco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-69	Mongolia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-70	Montenegro (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-71	Morocco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-72	Mozambique (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-73	Namibia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-74	Netherlands (via Madrid) **Netherlands includes Netherlands, Aruba, Curaçao and St Maarten	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-75	New Zealand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-76	Macedonia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-77	Norway (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-78	Oman (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-79	Pakistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-80	Philippines (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-81	Poland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-82	Portugal (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022		Abandoned

stations

Class 11:
lighting
fixtures

Class 42:
Engineering
services;
electrical
systems
design
services;
design and
integration of
battery
systems

9888-108890-83	Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Electrical Engineering services; engineering services relating to the design of electronic systems; engineering services for	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

others;
engineering
services in the
field of
electrical
power;
engineering
services
relating to
computer
programmin;
engeneering
services
related to the
disign of
energy
storage
systems;
electrical
systems
design
services;
design and
integration of
battery
systems

9888-108890-84	Moldova (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-85	Romania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-86	Russia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-87	Rwanda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-88	Samoa (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-89	San Marino (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-90	Sao Tome & Principe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-91	Serbia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-92	Sierra Leone (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-93	Singapore (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-94	Slovakia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-95	Slovenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-96	Spain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022		Abandoned

9888-108890-97	Sudan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-98	Sweden (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. (Classes 9 & 42 refused)

9888-108890-99	Switzerland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108914-01	Syria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-02	Tajikstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-03	Thailand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22		Pending

9888-108914-04	Trinidad and Tobage (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108914-05	Tunisia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-06	Turkey (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-07	Turkmenistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-08	Ukraine (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-09	United Arab Emirates (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-10	United Kingdom (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-12	Uzbekistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108914-13	Vietnam (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108914-14	Zambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-15	Zimbabwe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-16	South Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-17	Benelux (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. Includes Belgium, the Netherlands and Luxembourg

9888-111969-66	International Registration	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024	1837077	12/30/2024	12/30/2034	Registered
9888-111969-02	Australia (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024				Pending: Provisional Refusal issued; response due 5/25/26
9888-111969-03	European Union (via Madrid) **European Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland,	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024				Pending Published for opposition (ends 6/10/2025)

	France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands,							
9888-111969-04	United Kingdom (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024		Pending; approved for publication

c. DOMAIN NAMES

Domain Name	Owner	Registar	Renewal Date
p0vv1n.com	Powin LLC	GoDaddy	4/16/2026
p0vvin.com	Powin LLC	GoDaddy	4/16/2026
p0vvln.com	Powin LLC	GoDaddy	4/16/2026
p0w1n.com	Powin LLC	GoDaddy	4/16/2026
p0win.com	Powin LLC	GoDaddy	4/16/2026

p0wln.com	Powin LLC	GoDaddy	4/16/2026
povv1n.com	Powin LLC	GoDaddy	4/16/2026
povvin.com	Powin LLC	GoDaddy	4/16/2026
povvln.com	Powin LLC	GoDaddy	4/16/2026
pow1n.com	Powin LLC	GoDaddy	4/16/2026
powin.au	Powin LLC	GoDaddy	3/29/2028
powin.biz	Powin LLC	GoDaddy	1/9/2026
Powin.com	Powin LLC	GoDaddy	11/30/2025
powinchina.com	Powin LLC	GoDaddy	11/8/2027
powinenergy.com	Powin LLC	GoDaddy	4/11/2026
powinrr.com	Powin LLC	GoDaddy	4/16/2026
powintest.com	Powin LLC	GoDaddy	3/18/2026

(ii) None.

(iii)

a. The contracts identified as “Framework Agreement” under the “Contract Type” column in the attached Customer and Vendor Schedule.
b. The contracts identified as “Energy Supply Agreement” or “ESA” under the “Contract Type” column in the attached Customer and Vendor Schedule.
c. The contracts identified as “Technology Escrow Agreement” under the “Contract Type” column in the attached Customer and Vendor Schedule.
d. Software License and Data Security Agreement, by and between Powin, LLC and Strata Solar, LLC (and Virginia Electric and Power Company for certain purposes), dated as of October 13, 2023.
e. Gatekeeper Intellectual Property and Software License Agreement, by and between Powin, LLC and Idaho Power Company, dated as of May 11, 2023.
f. Gatekeeper Intellectual Property and Software License Agreement, by and between Powin, LLC and DTE Electric Company, dated as of September 25, 2024.
g. Term Sheet, by and between Powin, LLC and CIMC Technology Co., Ltd., dated as of July 28, 2022.
h. Joint Venture Agreement for Energy Storage Manufacturing, by and between CIMC Technology Co., Ltd, Qingdao CIMC Container Manufacture Co. Ltd., and Powin China Holdings 2, LLC.

i. Joint Venture Agreement for Energy Market in Taiwan (TPE Energy Inc), by and between Powin Energy Corporation and IBASE Gaming Inc, dated as of May 20, 2020.

j. Memorandum of Understanding for UCB and Powin JV, by and between UCB S.A. and Powin LLC, dated as of January 10, 2025 (Note: This is a non-binding MOU; a definitive agreement, once executed, would be material).

Customer and Vendor Schedule

Contract Management - Contract information - ESA, Framw, LNTP, LTSA, MSA, MOU, PO, Purch, TEA

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*
Acelliant-Powin-Microsoft 365 Order Form-03052025	Purchase Order	Axelliant	03/04/2025
TechHeads-Powin-THInc Ops MSA-03182022	Master Service Agreement	TechHeads	03/18/2022
Logicalis-Powin-Internet Access-04112024	Purchase Order	Logicalis	04/18/2024
TechHeads-Powin-2024 CSP Annual Agreement-03062024	Purchase Order	TechHeads	03/06/2024
OfficeSpace-Powin-OrderForm-12152024	Purchase Order	OfficeSpace Software, Inc.	12/15/2024
OfficeSpace-Powin-OrderForm-12152023	Purchase Order	OfficeSpace Software, Inc.	12/15/2023
OnlineBusinessSystems-Powin-MSA-02262021	Master Service Agreement	Online Enterprises, Inc.	02/26/2021
Procore-Powin-OrderForm-12212024	Purchase Order	Procore Technologies, Inc.	12/27/2024
RFPIO-Powin-OrderForm05032022	Purchase Order	RFPIO, Inc.	05/03/2022
TravelIncorporated-Powin-MSA-06292023	Master Service Agreement	Travel Incorporated	06/29/2023
LucidSoftwareInc.-Powin-Order Form-1.27.2025	Purchase Order	Lucid Software, Inc.	01/27/2025
Techheads-Powin-Order Form-KnowBe4-6.11.2024	Purchase Order	TechHeads, LLC	06/11/2024
InternationalSOS-Powin-MSA-06/30/2023	Master Service Agreement	International SOS Assistance, Inc.	06/30/2023
JAMF-Powin-Order Form-3.2.2025	Purchase Order	Jamf Software, LLC	03/02/2025
Concur-Powin-OrderForm-06-12-2023	Purchase Order	Concur Technologies, Inc.	06/12/2023
ConcurTechnologiesInc-Powin-OrderForm-02-20-2024	Purchase Order	Concur Technologies, Inc.	02/20/2024
GoFireFlyInc-Powin-OrderForm-1.31.2025	Purchase Order	Go Fire Fly, Inc.	01/31/2025
Salesforce-Slack-Powin-11/24/2025	Master Service Agreement	Salesforce, Inc	12/15/2024
Resilience360Inc-Powin-OrderForm-10.31.2023	Purchase Order	Resilience360, INC.	10/31/2023
SmartSheet-Powin-OrderForm-12/31/2024	Purchase Order	Smartsheet	12/31/2024
Smartsheet-Powin-OrderForm-07-37-2024	Purchase Order	Smartsheet	07/31/2024
Smartsheet-Powin-OrderForm-1-13-2025	Purchase Order	Smartsheet	01/10/2025
DassaultSystemesSolidworksCorporation-Powin-MSA-10-23-2023	Master Service Agreement	Dassault Systemes SolidWorks Corporation	10/25/2023
GoEngineer-Powin-Order Form Dymola-4.4.2025	Purchasing Agreement	GoEngineer	04/04/2025
Solution7-Powin-OrderForm-11-27-2024	Purchase Order	Solution 7 Limited	11/27/2024
Docusign-Powin-Order Form-1.31.2025	Purchase Order	Docusign, Inc.	01/31/2025
TechHeads-Verkada-Powin-OrderForm-04-24-2024	Purchase Order	TechHeads	04/24/2024
Deel, Inc.-Powin- Order Form-12.27.2024	Purchasing Agreement	Deel, Inc.	12/27/2024
TechHeads-Verkada-Powin-OrderForm-05-23-2023	Purchase Order	TechHeads	05/23/2023
Astound-Powin-ServiceOrder05-26-2023	Purchase Order	Astound Business Solutions, LLC	05/26/2023
CTX-Powin-Order Form-ZebraOne Care-1.16.2024	Purchasing Agreement	CTX	01/16/2024
Comcast-Powin-PDX Move Order Form-10_2_2024	Purchase Order	Comcast Cable Communications Management, LLC	10/02/2024
Crowe LLP-Powin-MSA-YHireProgram-1.3.2024	Master Service Agreement	Crowe, LLP	01/03/2024
ConductorOne-Powin-Order Form-12.21.2023	Purchase Order	ConductorOne, Inc.	12/21/2023
Zoom-Powin-Amendment-01292024	Purchase Order	Zoom	01/30/2024

Comcast-Powin-PDX Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021
TechHeadsArcticWolf-Powin-OrderForm03012025	Purchase Order	TechHeads	03/01/2025
Comcast-Powin-HQ Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021
Celigo Inc-Powin-Order Form-04.17.2025	Purchase Order	Celigo, Inc.	04/17/2025
PTCInc-Powin-MSAAmendment-03-31-2025	Master Service Agreement	PTC, Inc.	03/31/2025
AgileBits-Powin-MSA02-27-2025.docx	Master Service Agreement	AgileBits	02/27/2025
powin-Alliant - Consulting Services Agreement amendment 1 -05.19.2025	Master Service Agreement	Alliant Insurance Services, Inc.	05/19/2025
Beneficiary Enrollment (Rider C) - Santa Paula Energy Storage - Powin Energy 180612	Technology Escrow Agreement	Santa Paula Energy Storage, LLC	
Rider C - KCE-Powin PEC (Construction Projects)(NRF 12.31).DOCX	Technology Escrow Agreement	KCE Texas Holdings 2020, LLC	01/13/2021
GreEnergy - POWIN - ASP MSA - 05.21.2025.docx	Master Service Agreement - ASP	GreEnergy Resources, LLC	05/21/2025
Intuitive Safety Solutions, Inc. (ISS) - Powin, LLC - Master Services Agreement - 05.12.2025	Master Service Agreement	Intuitive Safety Solutions, Inc. (ISS)	05/12/2025
Metro-Fire – Powin – ASP MSA – 05.01.2025	Master Service Agreement - ASP	Metro Fire Equipment Inc	04/18/2025
Capgemini America, Inc. - Powin, LLC - Statement of Work - 01.27.25	Master Service Agreement	Capgemini America, Inc.	01/27/2025
Arrow Canyon - Powin Addendum and Amendmentto ESA-04.10.25	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	04/10/2025
RES-Powin-GAL0020 -_Alcoutim_-_Statement_of_Work_-_LTSA_04.03.2025	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	04/03/2025
Pike Purchase Order - 3.7.2025	Purchase Order	Pike Telecom and Renewables, LLC	03/07/2025
Databricks Contract For AWS Marketplace Commit_Q-54357_2025-01-30	Purchase Order	Databricks, Inc.	01/30/2025
Activpayroll_Powin_Master_Services_Agreement_-04.17.2023	Master Service Agreement	activpayroll Ltd.	04/17/2023
Powin - KMC - LTSA - Brandywine (Executed 1APR2025)	LTSA (Long Term Service Agreement)	KMC Thermo, LLC	04/01/2025
PRAXIS Powin Two Party Master Escrow Agreement - 03.22.2024 (2)	Technology Escrow Agreement	Praxis Technology Escrow	03/22/2024
DNV GL - Powin Energy Corporation - Framework Agreement - 10.28.2020	Framework Agreement	DNV Energy Insights USA Inc.	10/28/2020
DNV GL - Powin LLC - Amendment 1 to Frame Agreement - 11.27.2023	Framework Agreement	DNV Energy Insights USA Inc.	11/27/2023
Deel_-_Powin_-_Q-79364-2-5-Feb-2025-07-12-41-signed	Purchase Order	Deel	06/01/2025
Deel- Powin - HR_Consulting_Services_Agreement - 03.06.2025	Master Service Agreement	Deel Inc.	03/06/2025
Apex - APE0060 - Angelo - LTSA Amendment #2 - 3.7.2025	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	03/07/2025
Capgemini America, Inc. - Powin, LLC - SOW Change Request - 03.15.2025	Purchase Order	Capgemini America, Inc.	03/15/2025
Great Kiskadee ESA - PWA Amendment No. 2 Executed - 02.21.2025	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	02/21/2025

Desert Quartzite PA Amendment 003_-02.28.2025	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	02/28/2025
Powerflex - Powin - ESA PFX0050 USCS Fresno - 02.21.2025	ESA (Energy Storage Agreement)	PowerFlex Solar, LLC	02/21/2025
TUV-R - Powin, LLC - Assurance Framework MOU - 02.21.2025	Memorandum of Understanding	TUV-R	02/21/2025
Circulor - Powin - MSSA - 02.18.2025	Master Service Agreement	Circulor Inc	02/18/2025
Davinci Technology, L.L.C. d/b/a CORE Health Networks - Powin, LLC - Master Service Agreement - 02.14.2025	Master Service Agreement	Davinci Technology, L.L.C. d/b/a CORE Health Networks	02/14/2025
WSB - ESA Deed of amendment No. 4 - updated Project Schedule - 01.30.2025	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	01/30/2025
LTSA - SOL0020 - Croton Harmon - BESS LTSA (compiled, dated, fully executed)	LTSA (Long Term Service Agreement)	SCS VAN WYCK 012823 CROTON ON HUDSON, LLC	02/10/2025
Powin Energy, IG & SS '21	Master Service Agreement	Mergermarket (US) limited Acuris	12/17/2021
Capgemini America, Inc. - Powin, LLC - Master Services Agreement - 01.27.2025	Master Service Agreement	Capgemini America, Inc.	01/27/2025
Thomson Reuter - Powin LLC HighQ Renewal_NEW__HighQ Order Form._01.16.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/16/2025
Thomson Reuters - Powin - ProFlex Addendum HighQ - fully executed 1.22.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/22/2025
JV Powin UCB revUCB 101224 PDF	Memorandum of Understanding	UCB S.A.	01/20/2025
Intura pty Ltd - Powin AU - ASP MSA - 01.17.2025	Master Service Agreement - ASP	Intura PTY LTD	01/17/2025
Amendment #1 to Ravenswood Group 3 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025
Amendment #1 to Ravenswood Group 2 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025
Amendment #1 to Ravenswood Group 1 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025
NoBlue2 - Powin, LLC - Master Service Agreement - 01.10.2025	Master Service Agreement	NoBlue2	01/10/2025
ESA_Second_Deed_of_Amendment_-_Ulinda_Park - 12.23.2024	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	12/23/2024
Circulor - Powin - Order Form 1.2.2025	Purchase Order		01/02/2025
Powin_Deel_Final_MSA - 01.03.2023	Master Service Agreement	Deel Inc.	01/03/2023
SOW of Powin B2B implementation_Dec20.2024-双章	Master Service Agreement	Logicalis Shanghai limited	12/20/2024
Powin Form LTSA DTE0010 Slocum (Fully compiled, dated, executed)	LTSA (Long Term Service Agreement)	DTE Electric Company	12/20/2024
INV0031 La Toba ESSSA Executed (Final)	ESA (Energy Storage Agreement)	MG HR S de R.L de C.V.	12/13/2024

La_Toba_LNTP_Letter_Agreement_-_Amendment_No._2_INV_Dec_13_24_Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	11/07/2024
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Sales Contract for 75 licenses - 11.14.2024	Master Service Agreement	Logicalis Shanghai Limited	11/14/2024
ThrivePass, Inc. - Powin Energy Operating, LLC - MSA - 10.21.2022	Master Service Agreement	ThrivePass, Inc.	01/01/2023
GALP - Powin - LTSA Alcoutim - 10.01.2024	LTSA (Long Term Service Agreement)	Galp Parques Fotovoltaicos de Alcoutim, LDA	10/01/2024
Powin LLC - Trail B Technologies - Software Subscription Agreement and DPA - 12.06.2024	Master Service Agreement	TrailB Technologies LLC	12/06/2024
Gotion Inc - Powin LLC - MSA - 10.08.2024	Master Supply Agreement	Gotion, Inc.	10/08/2024
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Cloud Service Contract - 09.08.2024	Master Service Agreement	Logicalis Shanghai Limited	09/08/2024
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed)_recompiled 12.05.2024	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023
Stem, Inc. - Powin, LLC - STM0651 - Dark and Stormy I - 03.08.2024	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2024
Stem - Powin - STM0578 Velvet Mite SD DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0652 - Dark and Stormy II - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0577 Velvet Mite ML DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0576 Velvet Mite MR AC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0911 - Dighton Tremont - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0574 Velvet Mite BR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0573 Velvet Mite QR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0572 Velvet Mite CPR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0571-Velvet Mite TR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem Inc - Powin - STM0493 Mosquito 3 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem Inc - Powin - LLC - STM0492 Mosquito 2 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem Inc - Powin LLC - STM0491 - Mosquito 1 LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0912 - Douglas Oak - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin, LLC - STM0913 - Palmer Sykes - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0100 - Viper - LTSA - 02.28.2021	LTSA (Long Term Service Agreement)	Stem, Inc.	02/28/2021
RES - Powin - Statement of Work under MSA for GAL0020 - Alcoutim - 10.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	10/07/2024
RES - Powin - Statement of Work under ASP MSA for PCE0020 - Overhill - 11.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	11/07/2024

Serrano - First Amendment to ESA (compiled Execution Version 11-6-24)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	11/06/2024
Logicalis Shanghai Limited - Powin, LLC - Printing Management Service Contract - 11.07.2024	Master Service Agreement	Logicalis Shanghai Limited	11/07/2024
Desert Quartzite - EDF0480 - ESA Amendment 002 - 10.18.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	10/18/2024
La Toba LTNP Amendment 1 (Oct 29, 2024) Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	10/25/2024
Ulinda Park - Powin - Termination of Rider C under 191112 - 10.29.2024	Technology Escrow Agreement	Praxis Technology Escrow	10/29/2024
Logicalis Shanghai Limited - Powin Qingdao - Sales Contract - 09.08.2024	Purchasing Agreement	Logicalis Shanghai Limited	09/08/2024
SS3 - First Amendment to ESA 2024.10.11	ESA (Energy Storage Agreement)	Longroad	10/11/2024
Cogent-Powin_Arrow Canyon-MSA_Approved Service Provider - 12.02._2331_2	Master Service Agreement - ASP	Cogent Renewables, Inc.	12/02/2022
Logicalis - Powin Cloud Service Contract 2024 FINAL	Master Service Agreement	Logicalis Shanghai Limited	08/09/2024
Logicalis - Powin Sales Contract 2024 FINAL	Purchasing Agreement	Logicalis Shanghai limited	08/09/2024
Antidot - Powin- Fluid Topics Order form, T&C and DPA_09.30.2024	Purchase Order	Fluid Topics	10/01/2024
Slalom Inc - Powin - Knowledge Management Discovery SOW - 09.11.2024	Master Service Agreement	Slalom, Inc	09/11/2024
Great Kiskadee - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	09/30/2024
Great Kiskadee - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	09/30/2024
Apex - Angelo - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Angelo Storage, LLC.	09/30/2024
Apex - Angelo - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	09/30/2024
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021
West Warwick III - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 3 LLC	09/26/2024
West Warwick II - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 2 LLC	09/26/2024
CA Financial Services service Agreement Powin Australia Broker	Master Service Agreement	CA Financial Services	08/22/2024
Powin, LLC - Consulting Agreement with Slalom, Inc. (clean) - signed	Master Service Agreement	Slalom, Inc.	09/11/2024
Transperfect - Powin - SOW - Portuguese Program (part 1) - 08.21.2024	Master Service Agreement	TransPerfect International LLC	08/21/2024
Ulinda Park - Powin - Praxis - Tech Escrow Agreement - 09.10.2024	Technology Escrow Agreement	Ulinda Park Project Co Pty Ltd	09/10/2024
Fedex - Powin LLC - Pricing Agreement - 9.6.2024	Master Service Agreement	Federal Express Corporation (FedEx)	09/06/2024
Ulinda Park_ESA_Deed_of_Amendment (Fully Executed Dated 29 August 2024)	ESA (Energy Storage Agreement)	Ulinda Park Project Co Pty Ltd	08/29/2024
Lone Star AR ESA - Second Amendment with Ex. CC - Fully Executed	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	08/21/2024

Acorn-I-First-Amendment-to-Powin-Acorn-I-Energy-Two-Party-Master-Escrow-Agreement-HL-2-21-2022.d	Technology Escrow Agreement	Praxis Technology Escrow	02/21/2022
esVolta - Powin Energy Corp - Master Supply Agreement - 12.4.2017	Master Supply Agreement	esVolta LP	12/04/2017
Lone Star - Powin - First Amendment to A&R ESA (Fully Executed and Compiled)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	01/19/2024
RES Global Energy Services S.L.U. - Powin LLC - ASP MSA 8.12.2024	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	08/12/2024
STR0400 - NovaSource - Powin - Limited Services Agreement - 07.03.2024	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	07/03/2024
Phillip Riley Projects - Powin AU - ASP MSA - 2024.docx	Master Service Agreement - ASP	Phillip Riley Projects Pty Ltd.	08/02/2024
Amendment to LTSA - Ameresco Viper (Fully Executed) - 08.02.2024	LTSA (Long Term Service Agreement)	Ameresco, Inc.	08/02/2024
Santa Paula-Powin O&M First Amendment_07.13.2023	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	07/13/2023
Waratah ESA Deed of Amendment No 3 - Fully Executed dated 26 July 2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	07/26/2024
IANS - Powin - MSA - 06.21.2024	Master Service Agreement	The Institute for Applied Network Security, LLC	06/21/2024
Hummingbird_Powin_LTSA Amendment - 07.18.2024	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	07/18/2024
West Warwick I - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 1 LLC	07/12/2024
Powin BHER - ESA - BHE0032 - Ravenswood Group 3 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024
BHER Ravenswood and Powin MSA - BHE0030 (executed, fully compiled)	Master Supply Agreement	BHER Ravenswood Solar 1, LLC	07/12/2024
Powin BHER - ESA - BHE0031 - Ravenswood Group 2 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024
Powin BHER - ESA - BHE0030 - Ravenswood Group 1 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024
Databricks - Powin - MSA - 07.15.2024	Master Service Agreement	Databricks, Inc.	07/18/2024
Re:Build AppliedLogix, LLC - Powin LLC - MSA - 06.05.2024	Master Service Agreement	Re:Build AppliedLogix, LLC	06/05/2024
3Drivers - Powin - Power of Attorney to 3Drivers Agreement for GAL0020 - Alcoutim - 06.14.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/14/2024
Weifang Genius Electronics Co., Ltd - Powin, LLC - MSA - 03.20.2024	Master Supply Agreement	Weifang Genius Electronics Co., Ltd.	03/20/2024
Clean Peak Energy BESS MSA - 20210217 Execution Version (Powin LLC CLEAN 032321) (005)	Master Supply Agreement	Clean Peak Energy (CPE)	02/17/2021
Ormat - Powin - OTI040 Bottlenck - ESA Amendment #1 - 03.30.2023	ESA (Energy Storage Agreement)	Ormat Nevada, Inc.	03/30/2023
Service Stream - SOW_for_QA_Inspection - 05.31.2024	Master Service Agreement - ASP	Service Stream Energy and Water Pty Ltd	05/31/2024

Sunstreams 4 - Powin, LLC - LRD0082 - Second Amendment to ESA - 05.29.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	05/29/2024
Thomson Reuters - Powin - HighQ - Agreement - 06.15.2023	Master Supply Agreement	Thompson Reuters West Publishing Corporation	06/15/2023
Thomson Reuters - Powin - Document Intelligence Order Form- 06.15.2023	Purchase Order	Thompson Reuters West Publishing Corporation	06/15/2023
Hummingbird - ESV0220 - Powin - ESA Amendment No.1 - 06.03.2024	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	06/03/2024
3Drivers – Powin - Agreement for the Appointment of Authorized Representative - 06.03.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/03/2024
Yuma Solar LTSA - INV0490 (Executed May 15, 2024)	LTSA (Long Term Service Agreement)	Yuma Solar energy LLC	05/15/2024
REPT BATTERO Energy Co., Ltd. - Powin, LLC - DC Blocks MSA - 05.20.2024	Master Supply Agreement	REPT BATTERO Energy Co., Ltd.	05/20/2024
INV0031 - La Toba LNTP Letter Agreement (Compiled)(Executed)(May 20, 2024)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de CV	05/17/2024
Spark Power Renewables USA - Powin - ASP MSA - 05.20.2024	Master Service Agreement - ASP	Spark Power Renewables USA Inc	05/20/2024
ACCURE - Powin - MOU - 05.01.2024	Memorandum of Understanding	Accure Battery Intelligence GmnH	05/14/2024
Service Stream Energy & Water Pty Ltd - Powin AU - Short-Form-Novation-Deed-ASP-MSA-05.13.2024	Master Service Agreement - ASP	Service Stream Energy & Water Pty Ltd	05/08/2024
Powin - UKG PRO MSA 12.3.21.docx	Master Service Agreement	UKG Inc.	12/19/2021
Powin - UKG PRO ORDER 12.3.21 Powin Executed	Purchase Order	UKG Inc.	12/03/2021
UKG-Powin Energy Corporation - Order; Document Manager - 10.7.22.docx	Purchase Order	UKG Inc.	10/12/2022
Cameron Wind 1, LLC - Powin - Augmentation ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024
Cameron Wind 1 - Powin - Amendment # 1 ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024
REPT Battero - Powin - Cell MSA - 05.01.2024	Master Supply Agreement	REPT Battero Energy Co., Ltd.	05/01/2024
Stowe Australia Pty Ltd - Powin AU - ASP MSA - 02.27.2024	Master Service Agreement - ASP	Stowe Australia Pty Ltd	02/27/2024
Cameron Wind 1, LLC-PRAXIS-Powin-Rider C-05.01.2024	Technology Escrow Agreement	Cameron Wind 1,, LLC	05/01/2024
Powin & EVE MSA for 2024-2026 - Effective 04.28.2024	Master Supply Agreement	EVE Power Co. Ltd.	04/28/2024
SunStreams4 - LRD0082 - First Amendment to ESA - 04.17.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	04/17/2024
Powin Specified Technologies MSA - Fully Executed	Master Supply Agreement	Specified Technology Inc. (STI)	04/01/2024
Orr Protection - Powin LLC - ASP MSA - 03.14.2024	Master Service Agreement - ASP	Orr Protection Systems, Inc.	03/14/2024
DTE - DTE0021 Trenton Channel - Powin Notice to Proceed 4-3-2024	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	04/03/2024
Powin - GTI - MOU signed 04.03.2024	Memorandum of Understanding	GTI Fabrication	02/22/2022
Apex - Cameron Wind - APE0010 Sabal Ingka - LTSA - 04.01.2024	LTSA (Long Term Service Agreement)	Cameron Wind 1, LLC	04/01/2024

Apex - Great Kiskadee - Powin - LTSA - 03.27.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	03/27/2024
Ebara - Powin - Manufacturing Services Agreement - 03.01.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024
Desert Quartzite - Powin - LTSA First Amendment - 3.20.2024	LTSA (Long Term Service Agreement)	Desert Quartzite, LLC	03/20/2024
Desert Quartzite - Powin - ESA Amendment 001 and CO#4 - 03.20.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	03/20/2024
Powin & EVE MSA Amendment No. 3 - signed 03.21.2024	Master Supply Agreement	EVE Asia Co., Limited; EVE Power Co., Ltd	03/21/2024
EBARA Densan - Powin - Free Issue Parts Agreement - 03.08.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024
Powin Energy Operating, LLC (PEO) - Powin, LLC - Intercompany Administrative Services Agreement - 03.21.2021	Master Service Agreement	Powin Energy Operating, LLC (PEO)	03/21/2021
Powin UK Ltd - Powin, LLC - Intercompany Services Agreement - 05.15.2023	Master Service Agreement	Powin UK Ltd	05/15/2023
Powin Energy Spain, SL - Powin, LLC - Intercompany Services Agreement - 04.13.2023	Master Service Agreement	Powin Energy Spain, SL	04/13/2023
Powin Australia Pty Ltd - Powin, LLC - Intercompany Services Agreement - 02.13.2023	Master Service Agreement	Powin Australia Pty Ltd	02/13/2023
Service Stream Utilities Pty Ltd - Powin Australia Pty Ltd - MSA - 3.4.2024	Master Service Agreement - ASP	Service Stream Utilities Pty Ltd	03/04/2024
SAFE Laboratories and Engineering Corp. - Powin, LLC - MSA - 10.26.2023	Master Service Agreement	SAFE Laboratories and Engineering Corp.	10/26/2023
Invenergy Powin - Amendment#1 LTSA - 02.21.2024	LTSA (Long Term Service Agreement)	Invenergy Services LLC	02/21/2024
Crowe LLP - Powin, LLC - MSA for Clients - 06.23.2023	Master Service Agreement	Crowe LLP	06/23/2023
Powin CIMC-JV Supplemental Agreement for MSA - signed 02.29.2024	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., Ltd (CIMC - Powin)	01/10/2024
DTE - Trenton DTE0021 - Powin Tech Escrow Invoicing Agreement_02.23.2024	Technology Escrow Agreement	DTE Electric Company	02/23/2024
DTE - Trenton DTE0021 - Powin Rider C - 02.23.2023	Technology Escrow Agreement	DTE Electric Company	02/23/2024
PRAXIS-Powin-Munmorah Three Party Master Escrow Agreement - 02.22.2024	Technology Escrow Agreement	Munmorah Battery ProjectCo Pty Ltd	02/22/2024
Australia_Powin_and_CES_Services_Agreement_Fully executed - 2.21.2024	Master Service Agreement	Clean Energy Services CES LLC (CES)	02/21/2024
Ayna AI LLC - Powin, LLC - MSA - 02.14.2024	Master Service Agreement	Anya AI LLC	02/14/2024
SMM Consulting Service Contract for Powin - signed 02.20.2024	Purchasing Agreement	SMM Information & Technology Co., Ltd.	02/20/2024
Waratah_ESA_Deed_of_Amendment_02.17.2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	02/17/2024
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023 Redacted Pow	Master Supply Agreement	EKS (Experience Knowledge, Strategy, S.L.)	10/23/2023
Powin & SMM Information Service Agreement - 02.06.2024	Master Service Agreement	Shanghai Metal Market	02/06/2024

Waratah ESA - Exhibit X 30March2023rev1 (AKE0060)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023
Akaysha WSB - Record of agreement under Powin ESA and Exhibit X.3.30.2023v.1.docx	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023
Trenton ESA (fully executed, compiled with exhibits)	ESA (Energy Storage Agreement)	DTE Electric Company	01/24/2024
Powin - TUV Rheinland (Shanghai) Co., Ltd. - MSA - 1.2.2024	Master Service Agreement	TUV Rheinland (Shanghai) Co., Ltd.	01/02/2024
Lonestar Amended and Restated ESA (fully executed, compiled) 9.15.2023	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	09/15/2023
STM0380_Watersprout - Powin - Limited Services Agreement _ Stem PO - 01.09.2024	LTSA (Long Term Service Agreement)	STEM / Mohave Power LLC	01/09/2024
Socomec - Powin - Master Supply Agreement - 01.01.2024	Master Supply Agreement	Socomec Inc.	01/01/2024
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Exhibit C - FSI0050 Rabbitbrush 2 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021

Exhibit C - FSI0040 Rabbitbrush 1 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Pulse - PCE0020_Overhill_ LTSA (fully executed)_12.23.2023	LTSA (Long Term Service Agreement)	PULSE CLEAN ENERGY SPV WATT LIMITED	12/22/2023
Northern Reliability - PEC - Kia consulting agreement - 2018.07.10	Master Service Agreement	Northern Reliability	06/25/2018
Luminate - PEC - Prof.Services Agreement - 12.30.2020	Master Service Agreement	Luminate LLC	12/30/2020
Libess - PEC - Services Agreement - 06.03.2019	Master Service Agreement	Libess Service	06/03/2019
JS Renewable Energy - Powin - Professional Services Agreem - 10.11.2022	Master Service Agreement	JS Renewable Energy	10/11/2022
Intertek -Powin - MSA 7.21.2021	Master Service Agreement - ASP	Intertek Testing Services NA Inc.	07/21/2021
iBase - Powin - PurchasingAgreement - 07.01.2020	Purchasing Agreement	iBase Gaming Inc.	07/01/2020
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023	Master Supply Agreement	Experience Knowledge Strategy, S.L. (EKS)	10/23/2023
Pulse _Overhill_PCE0020_ESA - Powin (fully executed)_12.22.2023	ESA (Energy Storage Agreement)	Pulse	12/22/2023
Bergstrom, Inc. - Powin, LLC - MSA - 12.01.2023	Master Supply Agreement	Bergstrom Inc.	12/01/2023
DesertQuartzite_Powin_LTSA_12.12.2023-FullyExecuted	LTSA (Long Term Service Agreement)	Desert Quartzite	12/12/2023
Pulse Clean Energy SPV Watt Limited - Powin, LLC - LNTP Amendment No. 2 - 12.01.2023	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pulse Clean Energy SPV Watt Limited	12/01/2023
Xiamen Hithium Energy Storage Technology Co, Ltd. - Powin - MSA - 12.15.2023	Master Supply Agreement	Xiamen Hithium Energy Storage Technology Co., Ltd.	01/01/2024

Strativ Group - Powin, LLC - MSA ASP Installation Work - 12.01.2023	Master Service Agreement - ASP	Strativ Group	12/01/2022
Sonic Systems International, LLC dba Amperion - Powin, LLC - MSA ASP - 04.17.2023	Master Service Agreement - ASP	Sonic Systems International, LLC dba Amperion	04/17/2023
GreEnergy Resources, LLC - Powin, LLC - ASP Site Manager Services - 01.05.2023	Master Service Agreement - ASP	GreEnergy Resources, LLC	01/05/2023
Clean Energy Services CES LLC - Powin, LLC - ASP Site Manager Services - 12.13.2022	Master Service Agreement - ASP	Clean Energy Services CES LLC (CES)	12/13/2022
PRAXIS - Powin - El Sol Energy Storage Rider C Final.docx	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023
PRAXIS - Powin - Yuma Solar Energy Rider C Final.docx	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023
INV0111- El Sol - Powin - Technology Escrow Invoicing Agreement - 12.05.2023 (fully executed)	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023
INV0490 - Yuma - Powin Tech Escrow Invoicing Agreement - 12.5.2023 (fully executed)	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023
JMS Wind Energy, Inc. - Powin, LLC - ASP Master Service Agreement - 01.19.2023	Master Service Agreement - ASP	JMS Wind Energy, Inc.	01/19/2023
Logicalis - Powin, LLC - Service Agreement - 12.08.2023	Master Service Agreement	Logicalis	12/08/2023
GAL0020_Alcoutim ESA 12.4.2023 (Fully executed, compiled)	ESA (Energy Storage Agreement)	GALP PARQUES FOTOVOLTAICOS DE ALCOUTIM	12/04/2023
IOActive Inc. - Powin, LLC - MSA 11.22.2023	Master Supply Agreement	IOActive, Inc	11/22/2023
Apex - Angelo-Powin - Long Term Services Agreement (11_17_2023)	LTSA (Long Term Service Agreement)	Angelo Storage LLC	11/17/2023
Amended and Restated LNTP - Hemingway Expansion (Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Comapny	05/19/2023
SUN0050_SunGrid_Kruger HMLP_Order Letter_12JUN2020 - R2 - 2020.06.16 - signed SG	Purchase Order		
Powin_LTSA Proposal_Solvida_Putah Creek_SDA0000_08DEC2022_Signed	LTSA (Long Term Service Agreement)	Putah Creek Solar Farms, LLC	12/08/2022
Bottleneck LTSA (fully executed)	LTSA (Long Term Service Agreement)	Ormat Nevada, inc.	11/03/2023
MPI0090 - Wilson - Services Agreement 20190620	LTSA (Long Term Service Agreement)	Strata Solar Services, LLC	08/22/2019
Termination Agreement - Framework Agreement (fully executed, compiled w_ appendices)	Framework Agreement	Longroad BESS Procurement, LLC	12/09/2022
CPE - Powin LNTP 070720 (2)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	CPE Funding Pty Ltd	07/07/2020
JMA0030 - Jema - Flexitranstore - PO - 12.20.2018	Purchase Order	Jema Energy S.A	
LNTP Letter Agreement Fully Assembled-AMP0194, AMP0195, AMP0196 (3-21-22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AMP Solar Development Inc.	03/21/2022
Poblano -Escrow_Invoicing_Agreement (Poblano) - 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C Poblano 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023

Waratah - Energy Supply Agreement (ESA) - Deed of amendment -11.3.2023	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/03/2023
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C EPC Services Company 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023
Poblano -Escrow_Invoicing_Agreement (EPC Contractor) - 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023
Hummingbird - Exhibit Y - ESV0220 - IP Escrow Agreement - PRAXIS Rider C.docx	Technology Escrow Agreement	Hummingbird Energy Storage, LLC	10/01/2022
PCE0020 - Overhill - Pulse - Amendment to LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	10/30/2023
STM0576 - Sharon - Negroni 2 - Purchase Order (compiled, fully executed)	Purchase Order	Stem, Inc.	10/13/2023
Amp LTSA Update to Form LTSA 4.3 - 3R (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD THREE RIVERS MA SOLAR LLC	09/18/2023
Amp LTSA Update to Form LTSA 4.3 FRS (fully executed, compiled)	LTSA (Long Term Service Agreement)	FORT RIVER SOLAR 2 LLC	09/18/2023
Amp LTSA Update to Form LTSA 4.3 Cotuit (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD COTUIT MA SOLAR LLC	09/18/2023
Powin BHER ESA - BHE0021 Solar Star 4 (fully executed)	ESA (Energy Storage Agreement)	Solar Star 4, LLC	08/31/2023
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed) (1)	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023
LTSA - Ameresco - Hampden (fully compiled, fully executed)	LTSA (Long Term Service Agreement)	Hampden Landfill Solar LLC	07/31/2023
PCE0020 - Overhill - LNTP (executed, compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	08/04/2023
(EDF0570 - EDF Test Cell PO) 4500138514	Purchase Order	EDF Renewables	
IPC - Powin Black Mesa et al Omnibus LTSA (executed, compiled)	LTSA (Long Term Service Agreement)	Idaho Power Comapny	08/21/2023
20210714_AESC_Battery Cell Master Supply Agreement_EXECUTED	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co., Ltd.	07/07/2021
DocuSign Purchase Order_PO-2544_1625027641312	Purchase Order	DocuSign Inc.	06/30/2021
DocuSign Inc - Powin LLC - Order Form - 03.31.2023	Purchase Order	DocuSign Inc	03/30/2023
DocuSign Inc - Powin LLC - Order Form - 2021	Purchase Order	DocuSign Inc.	06/21/2021
Descartes - Powin, LLC - GLN Services Agreement (ISF) - 2022	Master Service Agreement	Descartes Systems (USA) LLC	02/03/2022
CT Corp - PEC - CT Assurance Agreement 2022 - COUNTERSIGNED	Master Service Agreement	CT Corporation System	10/07/2022
Powin & AESC MSA - Effective 10.01.2023	Master Supply Agreement	AESC US, LLC.	10/01/2023
Powin PEC 3P Escrow Agreement 180303	Technology Escrow Agreement	PPA Grand Johanna	03/15/2018
Reliance - Powin - MOU - 09062023	Memorandum of Understanding	Reliance Industries Limited	09/06/2023
QPO - Powin - Agreement 8.8.2023	Purchasing Agreement	QPO Energy, LLC	08/08/2023
PO Box Services Proposal - POWIN ENERGY SPAIN SLU - Gestiona T - 20230403	Master Service Agreement	Grupo Gestiona T	01/03/2023

AT&T - Powin Professional Consulting Agreement October 2023	Master Service Agreement	AT&T Corp	10/05/2023
PRAXIS Rider C Great Kiskadee Storage, LLC	Technology Escrow Agreement	Great Kiskadee Storage, LLC	12/20/2022
PRAXIS Rider C - Chaparral Springs - Powin.docx	Technology Escrow Agreement	Chaparral Springs, LLC	
PRAXIS Rider C (Angelo Storage, LLC	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022
PRAXIS-Powin-Desert-Quartzite-signed-Rider-C	Technology Escrow Agreement	Desert Quartzite, LLC	12/06/2022
PRAXIS Rider C - Rabbitbrush Solar, LLC	Technology Escrow Agreement	Rabbitbrush Solar, LLC	
PRAXIS Rider C - Arrow Canyon Solar	Technology Escrow Agreement	Arrow Canyon Solar, LLC	
Powin-Rider-C-Tranquility-Project.docx	Technology Escrow Agreement	SP Tranquility Solar Storage LLC	
Powin-Rider-C-Garland-Project.docx	Technology Escrow Agreement	SP Garland Solar Storage LLC	
Arizona Mechanics Lien Waiver Forms (Statutory) Powin FINAL - Exh.Q-1	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	
Powin-Energy-Ontario-Storage-First-Amendment-to-Powin-Energy-Ontario-Storage-Two-Party-Master-Escr-signed	Technology Escrow Agreement	Powin Energy Ontario Storage II, LP	05/17/2022
12.26.21 Powin Rider C - Triple Butte LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Triple Butte LLC	
12.26.21 Powin Rider C - Swoose LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Swoose LLC	
12.26.21 Powin Rider C - Flower Valley LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Flower Valley LLC	
Exhibit U - AKE0060 - PRAXIS Rider C - (Final) (1) (1).docx	Technology Escrow Agreement	MUNMORAH BATTERY PROJECTCO PTY LTD;	12/12/2022
Exhibit X2 - IDP0061 - Powin Tech Escrow Invoicing Agreement_execution_v	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023
PRAXIS - PEC - Charger-Two-Party-Master-Escrow - 6.21.2018 (Powin Energy Ontario Storage II Rider C)	Technology Escrow Agreement	Praxis Technology Escrow	06/21/2018
PRAXIS - Powin Idaho Power Company Rider C Final.docx	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023
20191113 Praxis Rider C Acorn (esVolta PEC Executed)	Technology Escrow Agreement	Acorn I Energy Storage LLC	10/01/2019
PRAXIS Rider C Wildcat - FINAL.docx	Technology Escrow Agreement	Wildcat I Energy Storage LLC	11/25/2019
Serrano - Invoicing Agreement (IP Escrow) _8.8.2023 execution version	Technology Escrow Agreement	Serrano Solar, LLC	08/23/2023
Coffman_Powin_Full MSA_2021_Clean CEI sig.pdf_signed_2021.12.17.23.39.32	Master Service Agreement	Coffman Engineers Incorporated	12/01/2021
Powin PO 5326 - Code Unlimited_Final Revision	Purchase Order	Code Unlimited LLC	11/15/2022

Professional Services Agreement -Powin and Billion	Master Service Agreement	Billion Electric Co., Ltd.	09/27/2022
MSA - Ameresco - POWIN CONTRACT - FINAL 9-8-2022.pdf_signed_2022.09.11.10.49.03	Master Service Agreement - ASP	Ameresco Inc	09/02/2022
2017.04.21 - KSAndCo_MSA_Addendum_Q1_2017	Master Service Agreement	Kieckhafer, Schiffer & Company LLP	04/21/2017
Powin - ACE Battery PFA - FINAL CLEAN - 03.14.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/14/2023
Q221028-1_MSA_ ACCURE Inc_Powin_final.docx (1)	Master Service Agreement	Accure	10/28/2022
Clean Peak Energy BESS MSA - 20210217 Execution Version - CPE signed	Master Supply Agreement	CPE Funding Pty Ltd	02/17/2021
AMR Framework	Framework Agreement	Ameresco Inc	04/29/2022
Akaysha Framework Agreement_Term Sheet - Executed_2022.03.04	Framework Agreement	Akaysha Energy Pty Ltd	03/01/2022
SUN0030-3 Order Letter- Kruger 072319 (executed)	Purchase Order	SunGrid Solutions Inc.	07/24/2019
MSA Stem - Powin (EXECUTED w PGs and LTSA v2)	Master Supply Agreement	Stem, Inc.	09/02/2020
SS4 - Invoicing Agreement (IP Escrow) 2023.08.23	Technology Escrow Agreement	Sun Streams Expansion LLC	08/23/2023
PRAXIS - Powin Serrano Solar Rider C Final.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	08/23/2023
PRAXIS - Sun Streams PVS 4 - Rider C Final.docx	Technology Escrow Agreement	Sun Streams Expansion, LLC	08/23/2023
2017.03.30 - Tolling Agreement Fully Executed	Purchasing Agreement	San Diego Gas & Electric Company	03/30/2017
2017-09-01 SCE-POWIN Goleta ESS1 FINAL EXECUTED	ESA (Energy Storage Agreement)	Southern California Edison Company	09/01/2017
Termination of LNTP_Angiola SBE0010.docx_signed_2022.06.21.20.39.07	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/21/2022
Termination of LNTP_Angiola SBE0010.docx_signed_2022.06.08.15.28.08	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/08/2022
PO# 192 - Powin Energy - Schaeffler	Purchase Order	Saturn Power Inc.	04/06/2018
20191209 - Prisma - Powin MSA_Fully Executed	Master Service Agreement	Prisma Energy Solutions LLC	
3.4.5 Charger - Amended and Restated BESA (PPA Grand Johanna) [EXECUTED]	ESA (Energy Storage Agreement)	PPA Grand Johanna LLC	12/04/2017
PPA_Energy Storage_RA Only (After Online Date)_2016-08-05_EXECUTED	Purchasing Agreement	Southern California Edison Company	08/05/2016
Grissom_1st Amendment to PPA_Fully Executed_1.9.2020	Purchasing Agreement	Grissom Solar, LLC	01/09/2020
Grissom_2nd Amendment to PPA_Fully Executed_ 5.20.2020	Purchasing Agreement	Grissom Solar, LLC	05/20/2020
Grissom_Power Purchase Agreement_09.06.2018	Purchasing Agreement	North Carolina Electric Membership Corporation	09/06/2018
Ormat - Powin - OTI0040 - Bottleneck - ESA Amendment #1 - 05.10.2022	ESA (Energy Storage Agreement)	Ormat Nevada Inc	03/15/2022
20201026 - RTC0020 Garland Executed Supply Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	10/26/2020

Tranquillity LTSA Powin Amendment 3 - Availability Calculations (Execution Version 12.8.22).pdf_signed_2022.12.22.09.23.39	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022
Garland LTSA Powin Amendment 3 - Availability Calculations - 12.08.2022	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022
LNTP 1-2 Payment Release Lien Waivers - Hecate Johanna - Signed 6-22-2020	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	06/22/2020
Hecate - LNTP2 Amendment #1 - PECexec	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	07/02/2020
PO Windsor PS00010871	Purchase Order	MITSUBISHI ELECTRIC POWER PRODUCTS, INC (MEPPI)	12/19/2018
PO Sarnia PS00010872	Purchase Order	MITSUBISHI ELECTRIC POWER PRODUCTS, INC (MEPPI)	12/19/2018
PRAXIS-Powin Two Party Master Escrow Agreement - Final 12-17-19.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	12/17/2019
Powin - REPT - MOU for Indonesia Opportunity - signed 08.14.2023	Memorandum of Understanding	REPT BATTERO Energy Co., Ltd	08/01/2023
W. Columbia - Praxis - POWIN - Three Party Technology Escrow Agreement wEX B FINAL	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	09/26/2019
SP_Powin_Praxis_Escrow Agreement Amendment202203_FE (1)	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	03/01/2022
Amendment 2 for MAV6 Subcontract .pdf_signed_2022.03.01.21.48.30	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	02/08/2022
Powin - Desay Battery PFA - FINAL CLEAN - 03.15.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.	03/15/2023
APE0070 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.32.07	Technology Escrow Agreement	Great Kiskadee LLC	12/20/2022
APE0060 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.29.30	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022
PO - Powin - Wallum - final (corrected)	Purchase Order	Amp Solar US Services LLC	08/28/2020
Oak_Hill_2-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 2 LLC	09/03/2021
Oak_Hill_1-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 1 LLC	09/03/2021
AKA0010 - Amendment 1 - 4 March 22_AKA Fully Executed	ESA (Energy Storage Agreement)	Aspin Kemp & Associates Inc	12/23/2021
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Ventura	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021
KIA0000 - Purchase Agreement - MEPPI and Powin	Purchasing Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	08/29/2018
Rider-C-Powin-KCE-TX-Holdings-2020-Operating-Projects-NRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	01/13/2021
Rider-C-KCE-Powin-PEC-Construction-ProjectsNRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	

Rider-C-KCE-Powin.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	
PRAXIS - Powin - Sun Streams PVS Rider C executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/24/2023
PRAXIS - Ulinda Park - Exhibit U - AKE0010 Rider C -executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/25/2023
Powin & BQC MSA - signed 08.01.2023	Master Supply Agreement	Shenzhen Baiqiancheng Electronic Co.,Ltd	
TPE0010 - Purchase Order	Purchase Order	TPE Energy, Inc.	10/27/2020
TPE 0080_Powin_Form_BESA_TPE_225_TPE0	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021
TPE 0070_Powin_Form_BESA_TPE_230P_TPE	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021
Three Rivers - AMP0196 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022
Sunstreams 3 - Limited Notice to Proceed (Executed fully assembled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Sun Streams PVS, LLC	09/12/2022
SUN0040 - SunGrid - Small Fry - OL	Purchase Order	Sungrid Solutions	08/08/2019
Strata-Powin MSA Term Sheet 07-07-22 Fully Executed	Master Supply Agreement	Strata Solar, LLC	07/07/2022
Strata Poblano LNTP (executed, compiled) (2)_small	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Poblano, Energy Storage, LLC	12/19/2022
Strata Poblano ESA (fully executed and compiled)	ESA (Energy Storage Agreement)	Poblano Energy Storage, LLC	04/17/2023
STR0010 - GUC Evans Substation - Services Agreement	LTSA (Long Term Service Agreement)	Strata Solar, LLC	10/27/2020
STR0010 - GUC Evans Substation - BESA	ESA (Energy Storage Agreement)	Strata Solar, LLC	03/27/2020
STM0913-BWV_Palmer_Sykes_Purchase_Order_11953_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0912-BWV_Douglas_Oak_Purchase_Order_11958_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0911-BWV_Dighton_Tremont_Purchase_Order_11957_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
Yuma Supply Agreement (executed, compiled with exhibits)	ESA (Energy Storage Agreement)	Yuma Solar Energy LLC	05/19/2023
YUMA PCS LNTP Letter Agreement (fully executed 3.13.23)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Yuma Solar Energy LLC	03/13/2023
Ysolar_PO_Leader_20210824	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/24/2021
Willow Springs - ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022
WEG0020 - Demo Stack225 - Purchase Order	Purchase Order	WEG Electric Corp	02/24/2020
WEG0020 - Demo Stack225 - PO	Purchase Order	WEG Electric Corp	01/28/2020

TX11 CSA Amendment 1 dually signed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/14/2022
STM0652-Dark_N_Stormy_II_Purchase_Order_11633_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0651-Dark_N_Stormy_I_Purchase_Order_11634_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0572-Velvet_Mite_CPR_Purchase_Order_12288_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0571-Velvet_Mite_TR_Purchase_Order_12285_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0578-Velvet_Mite_SD_Purchase_Order_12283_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0577-Velvet Mite ML Purchase Order 12282 (assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0576-Velvet_Mite_MR_Purchase_Order_12287_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0574-Velvet_Mite_BR_Purchase_Order_12284_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0573-Velvet_Mite_QR_Purchase_Order_12286_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0493-Mosquito_III_Purchase_Order_11635_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0492-Mosquito_II_Purchase_Order_11637_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0491-Mosquito_I_Purchase_Order_11636_(assembled)(1)_small	Purchase Order	Stem, Inc.	03/08/2023
Southern TQ_MPA LTSA - Powin Subcontract - 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021
Southern Garland_MPA LTSA Powin Subcontract 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021
Sol System - BESS Supply Agreement (Fully executed)	ESA (Energy Storage Agreement)	SCS Van Wyck 012823 Croton On Hudson, LLC	11/23/2021
Slocum ESA (fully executed, compiled)	ESA (Energy Storage Agreement)	DTE Electric Company	12/15/2022
Signed LES0010 BESA	ESA (Energy Storage Agreement)	Leader Energy Storage Technology Co., Ltd	09/30/2022
SBE0010 Angiola LNTP (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	03/17/2022
Santa Paula OMA (Executed)	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	10/21/2021

Santa Paula BESA Powin - esVolta (Executed)	ESA (Energy Storage Agreement)	Santa Paula Energy Storage, LLC	10/21/2021
RCT0030 - Tranquillity - BESSA - 20201123	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020
Rabbitbrush 2 - Leeward - Powin BESA SA (executed)[71635]	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Rabbitbrush 1 - Leeward - Powin BESA SA (executed) (1)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Quote - QPO0030 (Richard Signed)	Purchase Order	QPO Energy, LLC	10/14/2021
Quote - QPO0010-QPO Taiwan (Richard Signed)	Purchase Order	QPO Energy, LLC	10/01/2021
Purchase Order 10711 Powin 20210603 V3 (002) - signed	Purchase Order	Stem, Inc.	06/08/2021
Purchase Order 10459 20210210 Stem - Fully Assembled - Fully Executed 20210308	Purchase Order	Stem, Inc.	02/28/2021
Purchase Order 10425 20210114 Stem Signed	Purchase Order	Stem, Inc.	01/14/2021
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage III, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP	
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage II, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP	
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage I, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP	
PPS0000 - Silver Oak - PO	Purchase Order	Pure Power Solutions, Inc.	02/27/2018
Powin-LRE Sunstreams ESA (fully executed, compiled w exhibits)	ESA (Energy Storage Agreement)	Sun Streams PVS, LLC	12/09/2022
Powin_LTSA_Az_Sun_El_Sol_Orangeville_FINAL	LTSA (Long Term Service Agreement)	Invenergy Services LLC	03/01/2022
Powin_Akaysha_Waratah_LTSA_(compiled_fully_executed)	LTSA (Long Term Service Agreement)	Munmorah Battery ProjectCo Pty Ltd	12/16/2022
Powin Project Addendum Hannover (FINAL PROJECT ADDENDUM 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Equipment, Inc. (MEPPI)	05/25/2021
Powin Master Agreement 5-25-21 (FINAL MAIN BODY 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	05/25/2021
Town of La Grange - Powin - LTSA - 06.30.2021	LTSA (Long Term Service Agreement)	La Grange, an Incorporated North Carolina Town	06/30/2021
Powin LTSA - Bruce Power - 20230501 fully executed	LTSA (Long Term Service Agreement)	Saturn Battery I LP	05/01/2023
Powin LNTP - NY ESRT Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022
Powin LNTP - CSU Fullerton Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022
Powin Executed MSA Stem - Powin 1st Restated - 20220914 Execution Version - FE	Master Supply Agreement	Stem, Inc.	09/14/2022

Powin APS - Project Contract (Paloma & Cotton Center) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Hyder 1 & Hyder 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Gila Bend 1 & Gila Bend (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Foothills 1 & Foothills 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Desert Star) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Thousand Oaks	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021
Powin - LRD Serrano ESA (fully executed assembled with exhibits)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	05/05/2023
Powin - IPC BESA - IDP0070 (Melba) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - IPC BESA - IDP0050 (Elmore) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - IPC BESA - IDP0030 (Filer) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - IPC BESA - IDP0010 (Weiser) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - CEP BESA - WWIII (Executed)[94637]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022
Powin - CEP BESA - WWII (Executed)[94638]_small2	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022
Powin - CEP BESA - WWI (Executed)[94575]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022
Powin - AKA0010 BESA (EXECUTED)	ESA (Energy Storage Agreement)	AKA Group	12/23/2021
PO2022-001-Powin	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022
PO003 - Quilhurst	Purchase Order	QPO Energy, LLC	10/14/2021
PO001 - Taiwan	Purchase Order	QPO Energy, LLC	10/14/2021
PO 4415070665 R5	Purchase Order	Honeywell Limited - HPS CA	12/01/2020
PNM Rio Del Oro - LNTP(Fully Executed) (1)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023
PNM Powin - South Valley EPA (fully executed, compiled with exhibits)[203748]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023

PGR0020 - Rochester - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020
PGR0010 - Tremont - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020
PGE0010 - PGE- BPSC - PO	Purchase Order	Portland General Electric (PGE)	10/07/2019
PEC to PEOS II Battery Equipment supply Agreement	ESA (Energy Storage Agreement)	Powin Energy Ontario Storage, LLC	07/01/2017
PAC0010 - Klamath Falls -Materiasl Supply and Installation Contract - EC	ESA (Energy Storage Agreement)	Pacificorp	10/06/2021
PAC0010 - Klamath Falls - NTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pacificorp	10/07/2021
Ormat Equipment Supply Agreement (executed)_small	ESA (Energy Storage Agreement)	Ormat Nevada Inc.	03/15/2022
BESA Or Haner	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
OPL0010 - EPC Integration for Opalco by SunGrid	Purchase Order	Orcas Power & Light Cooperative (OPALCO)	12/04/2019
OPL0010 - Decatur EPC Agreement - 20190712	ESA (Energy Storage Agreement)	Orcas Power & Light Cooperative (OPALCO)	07/12/2019
Oak Hill 2 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021
Oak Hill 1 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021
Novasource - Powin Limited Services Agreement.docx	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	02/27/2023
NIS0040 - NIDEC - Disney Bahamas - PO	Purchase Order	Nidec ASI S.p.A.	05/29/2019
BESA Nir Yitzac 3	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
BESA Nir Yitsac 2	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
Neat Mordechai - ESA - 6.9.2021	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
MTA-45002234641	Purchase Order	Mesa Technical Associates, Inc.	10/01/2019
Millikan - PPA Grand Johanna - O&M Agreement	LTSA (Long Term Service Agreement)	PPA Grand Johanna LLC	12/04/2017
MidAm ESS Supply Agreement FINAL 10.3.18_Fully Executed	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	10/02/2018
MHP0230 - KCE TX23 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020
MHP0230 - KCE TX 23 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
MHP0120 - KCE TX12 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020

MHP0120 - KCE TX 12 - BESSSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
MHP0110 - KCE TX11 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020
MHP0110 - KCE TX 11 - Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021
MHP0110 - KCE TX 11 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/15/2020
MHP0010 - Fredonia - PO	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/25/2020
MHP0010 - Fredonia - Order Letter	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/05/2020
MEP0020 - ITC Test Bed - MSA	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019
Mav6 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	Maverick Solar 6, LLC	07/19/2021
LTSA_-_GOElectric_-_Confederation_College_(Powin_2023-01-17_-_Fully_Compiled)	LTSA (Long Term Service Agreement)	Go Electric, Inc	02/02/2023
LRE (Longroad)-Powin Definitive Framework Agreement (Executed)	Framework Agreement	Longroad BESS Procurement LLC	01/07/2022
LRE - Powin - Rabbitbrush 2 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022
LRE - Powin - Rabbitbrush 1 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022
Longroad SS4 ESA (assembled, fully executed)_small	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	03/10/2023
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Willow Springs Solar 3 project (fully	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Chaparral Solar project (fully execut	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022
Lonestar ESA - SCL0020 (fully executed, compiled with all exhibits)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	05/01/2023
LNTP_DYN0108_POWIN (051022) CLEAN - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022
LNTP_DYN0107_Powin_05.092022 Clean Final - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022
LNTP Side Letter DYN0108 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022
LNTP Side Letter DYN0107 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022

LES0010-Leader Energy Storage_210806-signed	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/06/2021
Leader PO2022-001 Fully Executed	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022
LaGrange Strata - Powin BESA (EXECUTED)	ESA (Energy Storage Agreement)	Strata Solar, LLC	08/12/2021
La Grange Powin LNTP - Strata_2021.07.07_EXECUTED	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Storage, LLC	07/02/2021
KMC0010 LNTP Letter Agreement - Brandywine (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC	03/15/2022
STM0000 - Stem - Master Service Agreement (3)	Master Supply Agreement	Stem, Inc.	09/02/2020
Stem Portfolio LNTP Letter Agreement 20220303 - Execution Version FE	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Stem, Inc.	03/03/2022
SPI0040 - HoneywellSaturn - Bruce - Subcontract Agreement - A1	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/11/2019
SPI0040 - HoneywellSaturn - Bruce - PO	Purchase Order	Honeywell Limited - HPS CA	03/01/2019
SPI0040 - Honeywell Saturn - Bruce - Goods and Services Agreement	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/18/2019
SPC0030 - Southern CO - PowerSecure - PO and Terms	Purchase Order	Southern Power Company (SPC)	02/20/2019
SPC0030 - Southern Co - PowerSecure - OL	Purchase Order	Southern Power Company (SPC)	11/19/2019
KCE0080 - PO #3 - KCE - Worsham	Purchase Order	KCE TX 8, LLC	05/22/2020
KCE0070 - KCE TX7 - Services Agreement_EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 7, LLC	06/01/2020
KCE0070 - PO - KCE - Flat Top	Purchase Order	KCE TX 7, LLC	05/22/2020
KCE0060 - NY3 - Service Agreement	LTSA (Long Term Service Agreement)	Key Capture Energy, LLC (KCE)	06/01/2020
KCE0060 - PO - KCE - NY3	Purchase Order	Key Capture Energy, LLC (KCE)	02/20/2020
KCE_TX-12_Powin-MPA_CSA - Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021
KCE TX-23_Powin-MPA_CSA_Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021
KCE TX1TX2TX3 - LNTP 2 - 20190201	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/31/2019
KCE TX1TX2TX3 - LNTP - 20190115	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/15/2019

KCE - Master Equipment Supply Agreement TX NY	Master Supply Agreement	Key Capture Energy, LLC (KCE)	01/15/2019
JPR0030 - Triple Butte - Services Agreement	LTSA (Long Term Service Agreement)	Triple Butte, LLC	08/21/2020
JPR0030 - Triple Butte - PO 003	Purchase Order	Triple Butte, LLC	08/21/2020
JPR0020 - Flower Valley - Service Agreement	LTSA (Long Term Service Agreement)	Flower Valley, LLC	05/15/2020
JPR0020 - Flower Valley - PO 001	Purchase Order	Flower Valley, LLC	05/15/2020
JPR0010 - Swoose - Services Agreement	LTSA (Long Term Service Agreement)	Swoose, LLC	05/15/2020
JPR0010 - Swoose - PO 002	Purchase Order	Swoose, LLC	05/15/2020
JPR0000 - Jupiter Power - Master Supply Agreement	Master Supply Agreement	Jupiter Power, LLC	05/15/2020
JMA0030 - Jema - Flexitranstore - PO	Purchase Order	Jema Energy S.A.	12/20/2018
INV0030 - Insurgentes - Supply Agreement	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	12/20/2019
INV0030 - Insurgentes - Amendment 1	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	01/31/2020
INV0020 - Orangeville - PO ORS111127	Purchase Order	Orangeville Energy Storage LLC	11/02/2020
INV0020 - Orangeville - BESSSA	ESA (Energy Storage Agreement)	Orangeville Energy Storage LLC	11/02/2020
INV0000 - Invenergy - Master Supply Agreement	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	12/20/2019
Hummingbird Powin LTSA (assembled, executed)	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	02/10/2023
Hummingbird Limited Notice to Proceed (compiled executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	esVolta Development, LLC	12/29/2022
Hummingbird - ESV0220 - ESA (assembled, fully executed)	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	02/03/2023
Honeywell_Powin_LTSA_EXECUTED_2021.08.18	LTSA (Long Term Service Agreement)	Honeywell International	08/18/2021
HNL0077 - Hydro Extrusions - PO 4415658515 R1	Purchase Order	Honeywell Limited - HPS CA	09/23/2020
HNL0072 - Honeywell - Malpack 1.1 - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0071 - Malpack 1.2 - PO 4415000886 R8	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0070 - Canopy Growth - PO 4415070665	Purchase Order	Honeywell Limited - HPS CA	03/24/2020
HNL0069 - Toyota Boshoku - PO 4415001119 R6	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0068 - Pillers Waterloo - PO 4414731331 R9	Purchase Order	Honeywell Limited - HPS CA	04/18/2020

HNL0068 - Pillers Waterloo - PO 4414731331 R7	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0067 - Pillers Brantford - PO 4414731269 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0066 - Rich Foods - PO 4414731328 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0065 - Honeywell - Molson Coors - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0064 - Decast - PO 4414731297 R9	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0062 - Kelloggs - PO 4414731277 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0061 - Enbridge - PO 4415000441 R6	Purchase Order	Honeywell International, Inc.	05/01/2020
HNL0000 - Honeywell - MSA - EC	Purchasing Agreement	Honeywell International, Inc.	03/21/2019
HNL0000 - Honeywell - Addendum - EC	ESA (Energy Storage Agreement)	Honeywell International, Inc.	12/20/2019
HES0010 - Hunt - Demo - Order Letter	Purchase Order	Hunt Energy Solutions	06/11/2019
Hemingway IPC BESA 80MW (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022
Hemingway Expansion ESA (executed, compiled)	ESA (Energy Storage Agreement)	Idaho Power Company	06/08/2023
HEM0070 - Ukraine - PO and Order Letter	Purchase Order	Sungrid Solutions	09/04/2020
HEC0070 - Kitchener II - OM Agreement - 20181030	LTSA (Long Term Service Agreement)	Hecate Energy Ontario Storage VII, LP	10/30/2018
HEC0070 - Kitchener II - BESA	ESA (Energy Storage Agreement)	Hecate Energy Ontario Storage VII, LP	03/01/2018
HEC0050 - Johanna - Supply Agreement LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	05/28/2020
HEC0050 - Johanna - Supply Agreement - LNTP2	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	06/11/2020
HEC0050 - Johanna - Subcontract	ESA (Energy Storage Agreement)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	08/31/2020
HEC0050 - Johanna - Long Term Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	01/25/2021
Great Kiskadee ESA (Executed)	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	08/26/2022
GOE0060 - Thunder Bay - BESA - 20180831	ESA (Energy Storage Agreement)	Go Electric Inc	08/31/2018
GLP0020 - West Columbia - Services Agreement	LTSA (Long Term Service Agreement)	West Columbia Storage, LLC	09/09/2019
GLP0020 - West Columbia - BESSSA	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	02/26/2019
GLP0020 - Glidepath - W. Columbia - Second Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	10/04/2019

GLP0020 - Glidepath - W. Columbia - First Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	09/09/2019
GDS0010 - Gridspan - Pilot Order	Purchase Order	Gridspan Energy	10/29/2018
FRS - AMP0195 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022
Framework Agreement - Akaysha_Powin_EXECUTED_2022.04.18	Framework Agreement	Akaysha Energy Pty Ltd	04/18/2022
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021
First_LTSA_Amendment_-_Tranquillity_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021
First_LTSA_Amendment_-_Garland_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021
First_BESA_Subcontract_Amendment__-_Tranquillity_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020
First_BESA_Subcontract_Amendment__-_Garland_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/26/2020
First_Amendment_TX23_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
First_Amendment_TX12_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
First_Amendment_TX11_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
First Amendment to Powin - Rabbitbrush 2 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	09/17/2021
First Amendment to Powin - Rabbitbrush 1 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar LLC	09/17/2021
Final_Dry_Bridge__LNTP_-_Powin_Signed_11-11-2021	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Solar, LLC	11/11/2021
KCE0090 - TX2 - Port Lavaca - Services Agreement	LTSA (Long Term Service Agreement)	KCE TX 2, LLC	06/01/2020
KCE0090 - Port Lavaca - PO - 20200522	Purchase Order	KCE TX 2, LLC	05/22/2020
KCE0080 Powin Services Agreement - TX 8 - EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 8, LLC	06/01/2020
EVE LF280K PO	Purchase Order	PuYuan Green Energy Inc.	
ESRT Powin ESA-Centipede (executed w_ exhibits)[142956]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022
Elmbrook Powin PO	Purchase Order	Amp Solar US Services LP	01/19/2021
El Sol AR Supply Agreement (executed, compiled)	ESA (Energy Storage Agreement)	El Sol Energy Storage LLC	05/19/2023

El Sol - Energy Storage System Supply Agreement 04.09.21 (executed)	ESA (Energy Storage Agreement)	El Sol Storage Energy LLC	04/09/2021
EDF-Powin BESS MSA (Executed - September 9, 2022)_small	ESA (Energy Storage Agreement)	EDF Renewables Development, Inc.	09/09/2022
EDF0070 - Mav 6 - BESS Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	12/22/2020
EDF0070 - Amendment 1 to BESS Subcontract - final - PEC exec	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/26/2021
EDF0050 - Big Beau 2 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021
EDF0050 - Big Beau 2 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021
EDF0040 - Big Beau 1 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021
ESV0290 - Third Powin Letter Agreement - Acorn-FINAL - signed (1)	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	06/08/2021
ESV0290 - esVolta - Operation & Maintenance Agreement	LTSA (Long Term Service Agreement)	Acorn I Energy Storage LLC	11/06/2019
ESV0290 - esVolta - Acorn BESA	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	11/06/2019
ESV0090 - esVolta - Wildcat BESA	ESA (Energy Storage Agreement)	Wildcat I Energy Storage, LLC	11/06/2019
ESV0090 - esVolta - Operations & Maintenance Agreement	LTSA (Long Term Service Agreement)	Wildcat I Energy Storage, LLC	11/06/2019
ESV0000 - Stratford - OM Agreement	LTSA (Long Term Service Agreement)	Powin Energy Ontario Storage, LLC	03/29/2018
CSU Powin ESA-Centipede (executed w_exhibits)[143046]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022
CSE0010 - Countryside - Purchase Order	Purchase Order	CS Energy, LLC	09/29/2020
CPE0070 - CPE - Waneroo - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
CPE0040 - CPE - Lansell Square - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
CPE0030 - CPE - Bateau -BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
CPE0020 - CPE - Salamander Bay - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
Cotuit - AMP0194 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022
Waratah_Energy_Supply_Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/04/2022
CleanPeak Energy MSA PO form 20210602 Final Executed	Purchase Order	Clean Peak Energy (CPE)	05/20/2021
CLEAN Powin - 20191028 - PEC BESA - PEC v.11 Final Tremont - 02192021 - Fully Executed	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021

CLEAN Powin - 20191028 - PEC BESA - PEC v.10 Final Rochester - 02192021 - Fully Executed (1)	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021
Chaparral Springs ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022
Chap Solar & Willow Springs LNTP - Fully Compiled and Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Chaparral Springs, LLC	05/27/2022
CEP0180 - Master Supply Agreement - MEPPI - Sarnia	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019
CEP0100 - Master Supply Agreement - MEPPI - Windsor	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019
CAR0040 - Candela Transoceanic shipping - Exhibit E	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021
Candela - Powin - BESA (Executed 11.17.2021) (1)	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021
Brandywine LNTP Amendment and Assignment [EXECUTED]	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC/ESI, Inc.	
Brandywine ESA [Execution Version + exhibits] (EXECUTED) (1)	ESA (Energy Storage Agreement)	ESI Inc.	12/05/2022
Black Mesa IPC BESA (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022
BESA - Adon & Powin	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017
BB2 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021
BB1 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021
AVEP LTSA - Fully Compiled (Executed)	LTSA (Long Term Service Agreement)	AVEP BESS, LLC	12/15/2022
AVEP LNTP - Fully Executed and Compiled	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	05/27/2022
AVEP Fifth Amendment to LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	08/05/2022
AVEP ESSA - EXECUTION VERSION (Fully Compiled, EXECUTED) - 12-21-2022_small	ESA (Energy Storage Agreement)	AVEP BESS, LLC	12/21/2022
Auto-Chen_Ltd_(Nir_David)_BESA_2021.05.12_EXECUTED (Commissioning LDs Weekly Edit) LD initialized 17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTED (w. Exhibit B) small	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTED (w. Exhibit B and Commissioning LDs Weekly Edit)17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021

Arrow Canyon Powin LTSA_Singed_wExhibit	LTSA (Long Term Service Agreement)	Arrow Canyon Solar, LLC	12/10/2021
Arrow Canyon - BESS Agreement (Fully Executed 06042021)	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	06/03/2021
AMR0170 Hampden Landfill Powin BESA (fully executed)	ESA (Energy Storage Agreement)	Hampden Landfill Solar LLC	05/11/2022
APE0010 Apex Sabal BESA-Centipede (Fully Executed)	ESA (Energy Storage Agreement)	II Battery Storage US LLC (CAMERON WIND I, LLC)	05/13/2022
Angelo ESA (fully assembled and executed)_small	ESA (Energy Storage Agreement)	Angelo Storage, LLC	08/10/2022
AMRC OUC ESA (Fully Executed, Compiled)_small	ESA (Energy Storage Agreement)	Ameresco Inc.	11/23/2022
AMR0190-Kupono LNTP (Powin 04.22.22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Kupono Solar, LLC	04/22/2022
AMP0070 - Cronin - PO	Purchase Order	Amp Solar US Services LP	08/04/2020
AMP0070 - Cronin - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020
AMP0060 - Wallum - PO	Purchase Order	Amp Solar US Services LP	08/04/2020
AMP0060 - Wallum - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020
AMP0050 -Palmer - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Ware Palmer Road Solar, LLC	09/09/2020
AMP0050 - Ware Palmer - PO	Purchase Order	Amp Solar US Services LP	08/28/2020
AMP0020 - PO - Powin - Adams Road	Purchase Order	Amp Solar US Services LP	08/28/2020
AMP0020 - Adams Road - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	East Brookfield Adams Road Solar LLC	09/09/2020
AMP0000 - Amp - Master Service Agreement - 20200710	Master Supply Agreement	esVolta, LP	07/09/2020
Amendment_2_SPC_Garland_Prime_Contract_-_Final	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	04/25/2022
Leader - Powin - PO 20211213_approved__powin (LD Date Change 6.15.22)	Purchase Order	Leader Energy Storage Technology Co., Ltd	12/13/2021
20210811 - LNTP for TPE21001 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/04/2021
20210811 - LNTP for TPE20032 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/02/2021
20201231_Westar_-_Project_Contract_(final_exhibits_executed)	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	02/05/2021
20191028 - PEC BESA - Base v.9 Putah Creek Execution Copy 042221_fully signed	ESA (Energy Storage Agreement)	Putah Creek Solar Farms, LLC	04/22/2021
20190715 - Annex - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019
20190715 - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019

2021.12.30 Powin-Borrego MSA wForm BESA (Fully Executed)	Master Supply Agreement	Borrego Solar Systems Inc	12/30/2021
2021.11.09_LTSA_FINAL_Oak Hill 2_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021
2021.11.09_LTSA_FINAL_Oak Hill 1_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021
2021.11.09_LTSA_FINAL_Elmbrook_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021
2018.08.22 Stillwater- v13.3 - PEC Final (fully executed) (003)	Purchase Order	Stillwater Energy Storage, LLC	08/22/2018
2017.02.03 - Adon Powin - Battery Equipment Supply Agreement - EXECUTED	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017
EDF0040 - Big Beau 1 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021
DTE Powin LNTP Letter Agreement - Engineer (compiled, fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	07/18/2023
Dry Bridge Strata-Powin BESA (compiled, fully executed)	ESA (Energy Storage Agreement)	Strata Solar, LLC	02/02/2022
Desert Quartzite - Project Agreement (Executed)	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	12/06/2022
Desert Quartzite - NTP (Executed)-1	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Desert Quartzite, LLC	12/06/2022
MSA - Powin & TopBand - signed 07.21.2023	Master Service Agreement	Huizhou Topband Electrical Technology Co., LTD	
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India	
Exhibit_U_-_AKE0010_-_Ulinda Park_Tech_Escrow_Invoicing_Agreement_(Final) - executed	Technology Escrow Agreement	Ulinda Park ProjectCo Pty Ltd	07/21/2023
Sun Streams 3_-_Invoicing_Agreement_(IP_Escrow)__7.20.2023_clean_executed	Technology Escrow Agreement	Sun Streams PVS, LLC	07/20/2023
PNM Powin Rio Del Oro EPA (fully executed, compiled with exhibits)[203747]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023
PNM South Valley - LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023
20220814 - LNTP Letter Agreement - Lonestar (Powin CLEAN 12.21.22)(Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Lone Star Solar, LLC	12/21/2022
Lonestar LTSA (fully executed, compiled with exhibits)	LTSA (Long Term Service Agreement)	Lone Star Solar, LLC	05/01/2023
Hemingway Expansion LNTP (fully executed, fully compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/05/2023
Second Amended and Restated LNTP - Hemingway Expansion (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/25/2023
Akaysha - Ulinda Park - Powin - Energy Supply Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	06/26/2023
Akaysha - Ulinda Park - LTSA (fully executed, compiled)	LTSA (Long Term Service Agreement)	Ulinda Park ProjectCo Pty Ltd	06/28/2023

Li-Cycle Inc. - Services Agreement & Quote - signed 10.20.2022	Master Service Agreement	Li-Cycle Holdings Corp.	10/20/2022
06.10.2022 EVE - Powin MSA Amendment #2 - signed	Master Supply Agreement	EVE Asia Co. Limited	06/01/2022
Powin_CNTE_Purchase Framework Agreement-Fully Executed - 02.28.2022	Framework Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)	02/28/2022
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India	
Amendment to MSA - Powin Energy (2)_Final	Master Service Agreement	RRC Power and Energy, LLC	01/26/2022
Powin & Heilind MSA - signed 08.29.2022 (Supplier of Amphenol Materials)	Master Supply Agreement	Heilind Asia Pacific (HK) Ltd.	08/29/2022
Formosa Supply Agreement redv4 20201029	Master Supply Agreement	Formosa Electronic Industries, Inc.	
Energy Storage Response Group, LLC_Powin_MSA (SOW 1 & 2)_2021.06.21_Executed	Master Service Agreement	Energy Storage Response Group LLC	06/21/2021
Powin & Envision AESC US MSA - signed 07.28.2022	Master Supply Agreement	Envision AESC US LLC	07/18/2022
Powin - REPT - MOU - Fully Executed 04.21.2022	Memorandum of Understanding	REPT BATTERO Energy Co., LTD	06/01/2024
Powin - ACE Battery PFA - signed 03.15.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/15/2023
Powin - iBase Solutions PFA - signed 05.16.2023	Framework Agreement	iBase Solution Co., Ltd.	05/16/2023
20191031 - iBase fully executed	Master Supply Agreement	iBase Gaming Inc.	10/31/2019
Powin & CIMC MSA - signed 03.07.2023	Master Service Agreement	Qingdao CIMC container manufacture CO. LTD	03/01/2023
REPT Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Ruipu Energy Co., LTD (REPT)	06/29/2021
Powin - Myst AI Form Agreement and Order Form_FINAL_2022.10.07.docx	Purchase Order	Myst AI, Inc.	10/07/2022
Powin_Bluewater Battery Solutions_Services Agreement - FINAL - signed 12.09.2022	Master Service Agreement	Bluewater Battery Logistic, LLC	12/09/2022
EVE-Powin-iBase 3-Party MSA 03.17.2021	Master Supply Agreement	EVE Asia Co. Limited	09/30/2021
Huizhou Topband Electrical Technology Purchase Framework Agreement	Framework Agreement	Huizhou Topband Electrical Technology Co., Ltd.	12/29/2021
Powin & J-Tech MSA - signed 12.30.2022	Master Supply Agreement	China J-Tech Prescision Machinery Group Limited	
AESC Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.	07/07/2021
Amendment to EVE-Powin-Finway 3-Party MSA - Performance Only - 12.16.2021 (1)	Master Supply Agreement	EVE Asia Co. Limited	11/22/2021
Powin - SMA MSA 2022.08.22 clean Final with Exhibits part excec 08.23.22	Master Supply Agreement	SMA Solar Technology America LLC	08/19/2022
Powin - Hithium PFA - signed- 05.18.2023	Framework Agreement	Hithium (Xiamen Hithium Energy Storage Technology Co., Ltd.)	05/18/2023
Powin - REPT MSA - FINAL with Exhibits - signed 12.13.2022	Master Supply Agreement	REPT BATTERO Energy Co., LTD	12/06/2022
Amendment 3 to MSA between Powin and EVE - signed 11.21.2022	Master Supply Agreement	EVE Power Hong Kong Co., Limited	10/31/2022
Formosa MOU	Memorandum of Understanding	Formosa Electronic Industries, Inc.	
Powin G Battery PFA FINAL - signed 04.24.2023	Framework Agreement	Xuzhou G Battery International Trade Co., Ltd.	04/24/2023

CATL & Powin Cell MSA - 01.23.2019	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)	06/30/2022
Intertek_Powin MSA 7.21.21_EXECUTED (4)	Master Service Agreement	Intertek Testing Services NA, Inc.	07/21/2021
Powin - Formosa Electric Industries PFA - Executed 03.23.2023	Framework Agreement	Formosa Electronic Industries, Inc.	03/22/2023
Powin EPSoft Service Agreement - signed 06.03.2022	Master Service Agreement	EPSoft	06/03/2022
Powin & Ace Engineering MSA - EXECUTED - 12.12.2022	Master Supply Agreement	ACE Engineering & Co Ltd	12/12/2022
Powin - SMA MSA - clean FINAL EXECUTED v2 12232020	Master Supply Agreement	SMA Solar Technology America LLC	01/01/2021
2022-2023 Annual Purchase Agreement_2021.05.17_EXECUTED (3)	Purchasing Agreement	Contemporary Amperex Technology Co. Limited (CATL)	
EVE Cell PG and Warranty Term Amendment - 01.05.2023	Master Supply Agreement	EVE Asia Co. Limited	
Powin-CATL-MSA Amendment #1 - signed 20220214	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)	
Master Supply Agreement_GTI_9-6-2022 Executed	Master Supply Agreement	GTI Fabrication	09/05/2022
MSA - Powin & C3Controls - signed 04.03.2023	Master Supply Agreement	Control Concepts Corporation dba c3controls	04/01/2023
Dynapower - Powin - MSA - 12-15-2020 - Countersigned	Master Supply Agreement	Dynapower Company, LLC	10/01/2020
Powin - Envision AESC - MOU FINAL - Fully Executed - 02.17.2022	Memorandum of Understanding	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.	
Powin & CIMC-Powin JV MSA - 04.27.2023	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., LTD	04/23/2023
Jabil Powin - MSA Amendment 1 - signed 04.10.2023	Master Supply Agreement	Jabil Inc.	02/13/2023
Powin & Celestica MSA - EXECUTED - 04.26.2023	Master Supply Agreement	Celestica LLC	03/06/2023
Powin - Desay Battery PFA - signed 03.26.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.	
Powin & CNTE MSA -Fully Executed - 04.20.2022	Master Supply Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)	
Powin & SGS Service Agreement_FINAL - 03.14.2022	Master Service Agreement	SGS North America Inc.	03/14/2022
Powin & SIBA Fuse MSA - signed 10.10.2022	Master Supply Agreement	SIBA, LLC	10/10/2022
EVE-Powin-Finway 3-Party MSA 12.16.2020	Master Supply Agreement	EVE Asia Co. Limited	
Li-Cycle Inc. - Services Agreement Quote 12022022 - 2nd pickup - signed 12.07.2022	Master Service Agreement	Li-Cycle Holdings Corp.	12/07/2022
Powin - Jabil MSA - FINAL - 06.20.2022	Master Supply Agreement	Jabil Inc.	06/07/2022

(d) The following Intellectual Property that was deposited into escrow:

Repository	Where is it used?	Definition	Notes
ansible-cloud-deploy	DevOps	The tool used to deploy cloud servers to AWS.	
argocd-app-of-apps	Cloud	Used by the war and deployed to the cloud	
bergstrom-fw-updater	OnPremises	Updates the firmware on Bergstrom hvacs	
ccui-regression	QA	Automated regression test suite for CommandCenter	
cloud-regression	QA	Automated regression test suite for cloud components	
cloud-shared	Cloud	A grouping of libraries (parent-pom) used by different cloud applications.	Includes projects: goblin, powinaws, powinredis, powinwebappbase
coblynau	Cloud	Coblynau is the single point of contact for sites to register, report their data and retrieve commands and firmware updates. Requests to Coblynau are routed to other destinations for processing and/or storage.	
coblynau1	Cloud	Gen1 version of Coblynau.	Mostly Archived. Gen1 stations only.
coblynaudb	Cloud	Used by the war and deployed to the cloud	
commandcenter	Cloud	The React presentation and control layer in the cloud designed to replace Kobold.	
commandpusher	Developer Tools	A tool to simulate a command being sent from the cloud to on-premises system. It is used to test the on-premises system in place of running a cloud environment.	
data-api	Cloud	An attempt to replace Kobold with a single responsibility DataApi. (incomplete)	
devops-tools	DevOps Tools	A collection of scripts and configuration files used by DevOps	
devtools-git	Developer Tools	A collection of scripts used to manage local git pointers.	
dockerfiles-devops	DevOps Tools	Repo for building containerized environments	
dockerstack	Archived	Old version of site compose	
dragon	OnPremises	The EMS library that turtle uses.	
ekssim	Developer Tools	Simulator for the EKS PCS	
em	OnPremises	Environmental Manager (also referred to as Feather) is for Centipede and newer systems only. It is the software that controls the HVAC and sensor systems on individual stacks. Communicates with the LocalManager or Turtle.	

enclosure-controller-simulator	Pod	Java app to emulate the Pod interface	
environmentmanager-test	QA	Service level tests for environment manager (feather)	
everestmocksdriver	Pod	Drives momotaro based mocks	
featherconfigurator	Developer Tools	Part of the *Configurator series. It contains configuration files for the EM (or Feather)	
feature-flow-client	Incomplete	Java app installed by pipelines-shared repo to perform certain logic	
fey	OnPremises & Cloud	A library used by most systems. It contains standardized device identification keys.	
firstresponderui	OnPremises	Deployed on an HMI on the site. It's sole purpose is to give emergency first responders an idea of what's going wrong, as well as physically where.	
fw_sys_bin_arena	Firmware	Firmware build scripts, including scripts to add footer for cloud deployment	
fw_sys_bin_stack140g2	Firmware		
fw_sys_bin_stack225_230_360	Firmware		
fw_sys_bin_stack750_800	Firmware		
fw_sys_bin_with_footer	Firmware		
fw_sys_common_lcd_f030	Firmware	Source code for LCD used in Stack230P, Stack 360, Stack 750, and Stack 800	
fw_sys_common_lcd_f030_bootloader	Firmware		
fw_sys_common_lcd_f303	Firmware		
fw_sys_common_lcd_f303_bootloader	Firmware		
fw_sys_docs	Firmware	Firmware documentation about recertification, build instructions, and embedded software team design conventions and rules.	
fw_sys_gen1p0_bmc	Firmware	Firmware source code for gen1 (Stack 140gen1) battery monitor controller	
fw_sys_gen1p0_bmc_burner	Firmware		
fw_sys_gen1p0_bpc	Firmware	Firmware source code for gen1 (Stack 140gen1) battery pack controller (including bootloader)	
fw_sys_gen1p0_bpc_bootloader	Firmware		
fw_sys_gen1p0_relay_and_bootloader	Firmware	Firmware source code for gen1 (Stack 140gen1) string relay board (including bootloader)	
fw_sys_gen1p0_sc_and_bootloader	Firmware	Firmware source code for gen1 (Stack 140gen1) string controller (including bootloader)	
fw_sys_gen2p0_bpc	Firmware		

fw_sys_gen2p0_bpc_bootloader	Firmware	Firmware source code for gen2.0 (Stack 140gen2) battery pack controller (including bootloader)	
fw_sys_gen2p0_cgc	Firmware	Firmware source code for gen2.0 (Stack 140gen2) cell group controller (including bootloader)	
fw_sys_gen2p0_cgc_bootloader	Firmware		
fw_sys_gen2p0_sc	Firmware	Firmware source code for gen2.0 (Stack 140gen2) string controller (including bootloader)	
fw_sys_gen2p0_sc_bootloader	Firmware		
fw_sys_gen2p2_bpc	Firmware	Firmware source code for gen2.2 (Stack 225, Stack 230E, Stack 230P) battery pack controller (including bootloader, bootloader is also for gen2.3 Stack 360 battery pack controller)	
fw_sys_gen2p2_bpc_bootloader	Firmware		
fw_sys_gen2p2_sc	Firmware	Firmware source code for gen2.2 (Stack 225, Stack 230E, Stack 230P) string controller (including bootloader)	
fw_sys_gen2p2_sc_bootloader	Firmware		
fw_sys_gen2p3_bpc	Firmware	Firmware source code for gen2.3 (Stack 360) battery pack controller (bootloader uses fw_sys_gen2p2_bpc_bootloader)	
fw_sys_gen2p3_sc	Firmware	Firmware source code for gen2.3 (Stack 360) string controller (including bootloader), points to gen2.2 project files	
fw_sys_gen2p3_sc_bootloader	Firmware		
fw_sys_gen3_bpc	Firmware	Firmware source code for gen3.0 (Stack 750, Stack 800) battery pack controller (including bootloader)	
fw_sys_gen3_bpc_bootloader	Firmware		
fw_sys_gen3_sc	Firmware	Firmware source code for gen3.0 (Stack 750, Stack 800) string controller (including bootloader)	
fw_sys_gen3_sc_bootloader	Firmware		
fwt_factorytester_pcsoftware	Firmware	Source code for Field Service and Factory "FactoryTester" CAN tool, written in C# with Visual Studio	
fwt_build_tools	Firmware	Installers and executables for firmware IDEs and srecord tool used when developing and building firmware.	
gatekeeper	OnPremises & Cloud	Cloud endpoint deployed onprem	
goblin	Cloud	A Library used by cloud-services to enque and deque messages. Moved to the `cloud-shared` repository.	
hatchery	OnPremises	A service to expediate the commissioning of a site. It sets up the network, designating the proper addresses to devices. Configure Moa IKS switches and set IP addresses of Environment Controllers	
hatcherycli	OnPremises	Specific to the Waratah Super Battery - A service to expediate the commissioning of a site. It sets up the network, designating the proper addresses to devices.	
hector	Developer Tools	A Skeleton project for anything with a web interface	

jinmao	Developer Tools	End of line testing code	
kafkamanager	Cloud	Used by the war and deployed to the cloud	
knocker	Cloud	ETL that takes standard reports (aka site reports or block reports) from Redis and loads them into Redshift.	
knocker1	Cloud	Gen1 version of Knocker.	Mostly Archived. Gen1 stations only.
kobold	Cloud	The original Presentation, and Control layer. It also took on the role of DataApi to serve Command Center (and any customer "programmatic users").	
kobold1	Cloud	Gen1 version of Kobold.	Mostly Archived. Gen1 stations only.
Lab-Tools	QA	Scripts for running/deploying dockerized apps in the lab	
lishu	OnPremises & Cloud	A service to produce reports that are saved in S3 (archived?)	
lishutongue	OnPremises & Cloud	The protobuf conversion files for compressing/decompressing lishu reports	
lishutonguejava	OnPremises & Cloud	The java code generated from the LishuTongue protobuf files.	
lmconfigurator	Developer Tools	Part of the *Configurator series. It contains the different configuration files for LocalManager.	
localmanager	OnPremises	Local manager source code (StackOS3 equivalent of Turtle)	
localmanager-test	QA	Service level tests for localmanager	
modbusecho	Developer Tools	The Modbus Echo is a project to scan holding and input registers from a TCP Modbus server and save the results to a .json file	
modbusechoui	Developer Tools	A React interface to interact with the modbus echo project.	
modbusforfourba	OnPremises	Modbus for dragon, phoenix, quilin, turtle	
modbusregistercalculator	Developer Tools	Tool to convert complex data types stored in modbus	
momotaro	Developer Tools	The purpose of this simulation tool is to provide both developers and QA with tools for mocking data on modbus servers in order to supply a flexible and customizable "device simulation tool". This tool will not contain any device-logic but allow users to implement through small scripts, or simple endpoint commands the behavior they would like to test or emulate.	
momotaro-dev-client	Incomplete	Not needed	An Empty Repo. This was going to be a prototype.
moth	Cloud	Bidding service for CAISO energy market	

okiku	OnPremises	The "SOX" library. Covers State Of Health, State Of Charge, State of HeadRoom	
onprem2	OnPremises	A attempt to consolidate all of the StackOS2 libraries into one parent-pom style project. Replacement for Turtle (StackOS2).	Still has some questionable functionality.
onprem2-development	Incomplete	Not needed	
onpremenvautomation	Incomplete	Not needed	
phoenix	OnPremises	The BMS library that Turtle uses.	
phoenixtongue	OnPremises	The protobuf conversion files for compressing/decompressing all on premises reports.	
phoenixtonguecsharp	Archived	The C# code generated from the PhoenixTongue Protobuf files.	
phoenixtonguejava	OnPremises	The java code generated from the PhoenixTongue protobuf files.	
pipelines-shared	Incomplete	Used to build new artifacts for onprem as part of the new branch strategy	
pop	Cloud	POP's core is an optimization that takes inputs (forecasts) and maps them to a plan about how to operate a BESS system. This optimization is run in a feedback look called Model Predictive Control which allows the system to respond in real-time to changes in forecasts.	
powin-core	OnPremises	A grouping of libraries (parent-pom) used by different OnPrem applications.	Includes projects: fey, goblin, lishu, lishutonguejava, modbusforfourba, okiku, phoenixtongue, phoenixtonguejava, powinaws, powinredis, powintestsupport, powinwebappbase, sunspecdefinitionsjava, toolsurlbuilder, wu
powin-shared	OnPremises & Cloud	A grouping of libraries (parent-pom) used by different OnPrem and cloud applications.	Includes projects: fey, phoenixtongue, phoenixtonguejava, powintestsupport, wu
powinaws	Cloud	Used by the war and deployed to the cloud	
powinredis	OnPremises	Helper code to talk to redis	
powintestsupport	Archived	Archived	
powinwebappbase	Cloud	Used by the war and deployed to the cloud	
primrose	Cloud	The in-house authentication and authorization application.	
primrose1	Cloud	Gen1 version of Primrose	Mostly Archived. Gen1 stations only.
primroseclient	Cloud	Authorization library used by primrose	

primrosetongue	Cloud	Login authentication Protobuf	
primrosetonguejava	Cloud	Java generated code from PrimroseTongue	
primrosewebclient	Cloud	Used by the war and deployed to the cloud	
product-documentation	Documentation	Documentation of some Features, architecture, devops and simulator. It is incomplete	
puck	Cloud	AWE Messaging and routing, Gen1	
puckapi	Cloud	AWE Messaging and routing, Gen1	
puckui	Cloud	AWE Messaging and routing, Gen1	
qa-automated-regression	QA	Automated tests for 2.x deployments	
qa-test-cases	QA	Contains exported manual test cases from Test Rail	
qilin	OnPremises	Library for interacting with the file system, also provides wrapper layers.	
repo-llama-docmaker	Developer Tools	AI document generator for the repos	
report-consumer-service	Cloud	Pulls reports from Kafka to influx db	
reportpusher	Developer Tools	Emulates the reporting functionality of a tortuga-style local controller.	Tortuga was the original split from StackOS2 -> StackOS3. It became LocalManager. Possibly archived?
samljaxb	Developer Tools	Oauth connector that is not used	
servicetools	OnPremises & Cloud	Utility functions for commissioning/operations	
sim-site-config	Developer Tools	The configuration of the docker files for site-compose.	
simstationgenerator	Pod	Generate dynamic Pod config/compose files	
site-compose	QA	This repository contains Docker configurations for simulating complete energy storage sites and cloud services locally	
site-init	Developer Tools	Scrips for initiatializing some devices	
site-report-pusher	Developer Tools	This tool is for developers, QA, QA Automation, other types of nerds and/or protobuf enthusiasts. It can be used to simulate sending standard block reports and standard notification reports to any coblynau service (locally or in the cloud).	
sitecontroller	OnPremises	Site controller source code	
sitemanager	OnPremises	As of 10/31/2024 it can be used to simulate sending standard block reports and standard notification reports to any coblynau service (locally or in the cloud).	

sitemanager-test	QA	Service level tests for SiteManager	
sitereportecho	Developer Tools	Captures sitelevel reports and allows for reply	
spark-hudi	Archived	Depricated	
stack-sim-regression	QA	Automation framework for running regression against StackOS2 and 3	
stackos2configurator	Developer Tools	Part of the *Configurator series. It contains configuration for the Turtle (StackOS2).	There was an intended name switch from Turtle to StackOS2, there maybe some updates to turtleconfigurator that didn't happen here. We only need one of the two.
stacksimulator	Developer Tools	Java app emulates string controller interface and PCS interface	
stringprotocol	Developer Tools	Data format between string controller and other hardware	
stringpusher	Developer Tools	Push arbitrary data to local manager as if it was coming from the string controller	
sunspec-model134-simulator	Developer Tools	Susnpec simulator	
sunspecdefinitions	Developer Tools	Modbus map definitions	Should compare with stackos2configurator/turtleconfigurator projects to ensure parity
sunspecdefinitionsjava	Developer Tools	Java generated code for modbus map definitions	
sunspectests	Developer Tools	Susnpec automation	
swtools	Developer Tools	Scripts to support release management in Jira	
terraform-aws-infra	DevOps	Cloud infrastructure as code	
terraform-aws-infra-modules	DevOps	Cloud infrastructure as code modules	
toolsurlbuilder	Developer Tools	A library inside of Turtle (StackOS2) that helps build urls to tools endpoints to simulate/test.	
turtle	OnPremises	This is the heart of StackOS2. Turtle is a shell that is constituted of either a Dragon, a Phoenix, or Both. It serves as a communication gateway between various components of the Powin Energy Storage System. It facilitates message routing between Dragon (EMS), Phoenix (BMS), Feather (environmental controller), and Coblynau (cloud service). Turtle also provides diagnostic tools, firmware management, and failover capabilities to ensure reliable system operation.	

turtleconfigurator	Developer Tools	Part of the *Configurator series. It contains configuration for the Turtle (StackOS2).	There was an intended name switch from Turtle to StackOS2, there maybe some updates to stackos2configurator that didn't happen here. We only need one of the two.
wu	OnPremises	A toggle service library to be able to choose paths in the code.	

Schedule 3.8

LITIGATION

PARTIES	JURISDICTION	CLAIM	STATUS
301 Tariff Protest	Court of International Trade	Customs Designation/Import Designation	Powin is contesting the HTS Code designation by U.S. Customs and Border Protection ("CBP") of the country of origin of the Section 301 duties applied to Stacks imported by Powin designated as China because allegedly no substantial transformation occurred in Taiwanfor 2020 and 2021 imports. In addition, Powin is seeking a ruling that substantial transformation of its Centipede occurred, changing its Section 301 duties. In addition, Powin still has potential exposure for five years from the import date under theories of fraud, gross negligence (40% penalty) or negligence (20% penalty) in addition to the current per entry penalty (currently $28k on 209 entries). The total importation amount/value is $86.5M.
Airways Services, LLC (Takkion) vs. Powin, LLC and Brian Kane	Texas (239th District Court) Cause No. 129700-CV	Contract Dispute	Powin received a Citation for a case filed on 7/30/2024. The dispute arises from a 1/20/22 agreement under the KCE TX 23 Project in Texas. Airway was to provide technical, maintenance and installation services for the project. Airways seeks $349,431.25 for work performed from April to September 2022. Blank Rome, Houston (Mike Bell and Greg Moore) have been assigned 8/26/24. They have instructions to file timely response. 04/25/25: Settlement negotiations are ongoing. Parties entered into a walk-away, no cost settlement on 6/9/25. RESOLVED
Ameresco, Inc. and Kupono Solar, LLC	Superior Court of the State of Delaware Case No. N24C-04-012 VLM		Complaint was filed on 4/3/2024 where Kupono seeks the return of a $16,683,457.35 deposit that was paid pursuance to an LNTP dated 4/22/2022, as well as a $10M dollar deposit under a Framework Term Sheet dated 4/29/2022. Ameresco seeks to recover the deposit under the LNTP dated 4/22/2022 ($11,385,695.50 or the original $16,683,457.35). Ameresco also seeks to terminate the Term Sheet, dated 4/29/2022 and recover the $10M deposit paid thereunder. The LNTP was non-refundable, subject only to Powin's bad faith and the Term Sheet provides that Powin retains any uncredited amounts. Both parties are subject to LD's under the Term Sheet for volume failures, unless unable to agree to BESA terms after good faith negotiations.

C3 Controls	American Arbitration Association	Contract Dispute	Demand Letter dated 3/27/2025 demanding $3,993,456.80 by 4/10/2025. Claim arises from Minimum Volume commitment, for which Powin purchased approximately 18%. Powin negotiated a settlement for $500k, but did not pay as per the schedule. **04/25/25:** Request for extension granted, and response is due June 6, 2025
CATL	Hong Kong International Arbitration Center		CATL Issued a notice letter of demand for payment dated 12/9/23 (from Baker McKenzie Hong Kong). 8/2/2024 Notice of Arbitration was filed against Powin, LLC and Yangzhou Finway Energy Tech CO., LTD. CATL is seeking RMB37,664,256 (USD$5.29M)from Powin and Finway and RMB1,497,690.88 (USD$211k), RMB20,256,687.36 (USD$2.847M) and RMB31,418,266.88 (USD$4.42M) from Powin Only. In addition CATL seeks RMB216,877,243.64 (USD$29.6M for a June 6, 2023 Order) along with RMB2,953,119.16 (USD$402.7K in LDS for late payment). Total USD$44M. Powin initial advance pay/deposit (USD$6.7M) 12.17.24 CATL filed Petition for Provisional Measures in Aid of Arbitration in Washington County Circuit Court, requests that the court enter an order for issuance of provisional process and a writ of attachment against Powin's Oregon-based assets, including, but not limited to, the battery cells supplied by CATL and Powin's other tangible property and real property located at 20550 SW 115th Ave., Tualatin, Oregon and 2035 NW Front Ave, Ste #600, Portland, OR 97209, as may be necessary and sufficient to satisfy Petitioner's demand in the sum of not less than $44,306,992.38, and grant such other and further relief as the Court deems just and proper. Powin physical inventory in Oregon is approximately $2M. Hearing is scheduled for January 27, 2025.
Enel Produzione S.p.A	COURT OF ROME Sec. X - Dr Gaetano RG n. 35416/2022	Breach of Supply and Services Contract	Action brought in the Court of Rome Italy 4/7/2022. Powin claims Enel owes €784,456.82 under the contract. Enel counters that Powin owed damages for Lost Profit, Loss of Value, Extra Costs and LDs (approximately €2M total). 8/2/2022 Powin proposed settlement, whereby Enel would pay the amounts outstanding in exchange for the lesser of $1M or 5% credit on another project. Enel declined to submit a counter proposal (12/30/2022). Court of Rome has set hearing for continuation and joining the two pending judgments on 6/21/2023. Hearing on 6/21/2023, court joined two proceedings. Brief due 10/10/2023 and evidentiary requests due 11/11/2023 and reply briefs due 12/2/2023. The next hearing is scheduled for 4/3/2024. Powin and Enel filed briefs. Due by 11/3/2023: response to the reconstruction of facts; list of

			witnesses from Powin; technical questions we want the court-appointed consultant to answer to confirm our defense strategy.
Honeywell/Saturn Power	American Arbitration Association		Notice of Arbitration issued by Honeywell to Powin dated April 2, 2024. On September 29, 2023, Saturn Power filed a statement of claim in arbitration with the American Arbitration Association ("AAA") in New York, New York against Honeywell and Powin. That arbitration was assigned Case Number 01-23-0004-3145. Saturn Power seeks recovery arising from two alleged incidents occurred in which the fire suppression system ("FSS") was triggered. The first incident allegedly occurred on September 30, 2021, when a raccoon gained entry to Container 1 of the BESS. The second incident allegedly occurred on August 18, 2022, when a fire in Container 2 of the BESS triggered the FSS. This allegedly caused damage to other various Saturn property as well. Saturn Power asserts that it is entitled to damages from Honeywell and Powin totaling at least $2,514,100. Honeywell is filing an arbitration against Powin in an effort to join the two abirritations. 4.30.2025 Settlement between the parties, agreed in principle at $425k. Powin Insurer $400k and Powin's contribution $25k, payment due within 60 days. 6.10.2025: Settlement Agreement between Saturn Power, Powin and Honeywell signed with effective Date - 05.23.2025
Jan Jacobson	Circuit Court of the State of Oregon for the County of Multnomah	Breach of Contract	On 5/3/2024 Mr. Jacobson filed a complaint alleging breach of contract by Powin Energy Corporation for failing to value his equity shares at the same value as a Moss Adams report ($1.93M) and another claim against Powin, LLC for failing to pay him Commissions under certain Framework Agreements under the 2019 Commission Plan ($5.04M).
Lucas Lennick	Oregon Circuit Court Multnomah County (23CV32677)	Wrongful Termination/Harassment/Discrimination	Complaint dated 8/11/23 alleging (1) gender-based claims: harassment/hostile work environment, discrimination, retaliation for opposing/reporting the same, and various defendants aiding & abetting the same; (2) Oregon sick leave violations; (3) wrongful termination. Damages pleaded are "no more than $1.75 million" ($500k emotional distress/noneconomic damages, and $750k lost wages/economic damages, offset for taxes, attorney fees and costs, prejudgment interest). Trial,

			date certain has been set for 3/3/2025 and MSJ deadline is 1/2/2025. This matter was resolved through settlement and dismissed with prejudice on 4/15/2025. **RESOLVED**
Mitsubishi	Arbitration (Notice Only)	Dispute over Liquidated Damages	On 9/28/2023, Powin issued notice to initiate dispute resolution under the Supply Agreements for Texas 11, 12 and 23 against Mitsubishi Power Americas Inc. Mitsubishi is also withholding payments related to the Big Beau project ($4,679,285 + ~$700,000 in interest). With regards to TX 11, 12, & 23, Mitsubishi is seeking $14M in Liquidated Damages and Powin is seeking $9M payments.
Prevalon/Hecate Energy Johanna Facility/Mistubishi vs. Powin	Arbitration Case Number 01-24-0008-1077	Breach of LTSA	Notice of Arbitration issued on 10/7/24 with the American Arbitration Association, alleging that Powin failed and refused to provide all planned and unplanned maintenance to all Facility systems and components. That the Facility has not achieved all availability and capacity performance guarantees set forth in the Powin LTSA. Demand at the time of filing alleges $1.4M in damages. Arbitration currently stayed while the parties work on a commercial solution.
STEM	Arbitration (Demand)	Breach of various agreements, including LNTP, MSA, LTSA and certain purchase orders	Notice of Dispute Resolution issued on 12/23/2024, under First Amended and Restate Master Supply Agreement for Purchase and Sale of Energy Storage Equipment between Powin, LLC (“Powin”) and Stem, Inc. (“Stem,” together with Powin, the “Parties”), dated September 14, 2022 (“MSA”). In all, STEM seeks approximately $23.5M ($5.3M LDs; Late Cancellation refund ($4.8M; Deposit return ($3.4M) and Pricing Clawback ($10.1M)), alleging that Powin failed to pay Delivery Delay Damages and Commissioning Delay Damages, perform Section 13.1 obligations (ongoing maintenance and support under LCW and LTSA), failure to reallocate Tangerine deposit, failure to refund PO 12282; 12283; 112284; 12285 and 12286; breach obligation to accept purchase orders and deliver products at quoted LNTP prices (March 3, 2022)
The Sleeper Group	Small Claims Maine Judicial Branch	Breach of Contract	Alleges unpaid invoices for onboarding videos and seeks amount of $4,982.98.

UQI Storage	Qingdao Maritime Court (2023) 72 Litigation Qianqian No. 417	Claim for Demurrage Charges	5/10/2023, action brought in China. Enclosures for APS Foothills contracted by Bill of Ladings for delivery from Port of Loading in Qingdao, China to a specific address in the US. First arriving in Vancouver, Canada in December 2021 through February 27, 2022. UQI claims unspecified ancillary charges ("detention" charges in Canada where cargo was being held due to lack of action by UQI), estimated at $641k in demurrage charges. Hearing scheduled for 9/13/2023. Defense to be submitted on or before the hearing. Dajinhui applied (5.22.24) to freeze RMB 4.4M of Powin Qingdao arising from relief order dated 7.13.23 12.18.24, Judge informed counsel that she confirmed that a contractual relationship existed between Dajinhui and Powin, but rejected the claims made by Dajinhui against Powin because they failed to prove the amount of the additional costs incurred by Danjinhui. Civil Judgment delivered on 12.19.24 in favor of Powin. UQI's appeal was received on 1.13.25. Powin's response is due by 2.21.25. Trial scheduled for 4.15.25. During the appeal hearing, Dajinhui did not raise any new points. Post-hearing opinions were submitted on 4.22.25.
Wilson Fire Equipment & Service Co., Inc.	District Court of Hidalgo County, Texas (C-2198-25-I)	Breach of Contract - Unpaid Invoices	5/14/25: Served with complaint for damages for $130,786.89 plus interest and attorney's fees. 5/15/25: Blank Rome contacted to assist. They will seek an extension for filing answer and run conflicts if needed. Current deadline is 06/09/25. 5/16/25: Email from BR - Request to plaintiff counsel sent. This would extend to 6/30/25. Waiting to hear back. In the meantime, need to develop strategy (i.e. whether to defend or pay). If we're going to defend, need to retain BR so they can run conflicts.
The Environment Agency (UK)	United Kingdom	Enforcement notice for failure to submit 2024 F-Gas verification document as required under the Fluorinated Greenhouse Gases Regulations 2015 (SI 2015 No.310) and EU Regulation No 517/2014, Articles 14(2) and 19(5). (the "Environment Agency Enforcement Notice")	Enforcement notice issued to Powin LLC July 4, 2025; corrective action required by August 1, 2025; failure to comply with the requirements of the Enforcement Notice may result in a civil penalty up to £200,000.No penalty was assessed as of disclosure date. The Environmental Agency listed the following as the next steps to be taken: "Ensure that the 2024 Activity Report submitted by Powin LLC is verified by an independent auditor who is duly accredited to verify financial statements in accordane with Article 14(2) EU Reg 2014/517 as amended. Submit such verification document to the EA by means of the following email address: f-gassupport@environment-agency.gov.uk."

Class action adversary proceeding complaint for violation of WARN Act 29, U.S.C. § 2101, ET SEQ., filed on June 12, 2025, styled B. Palomino v. Powin, LLC, et al., Adversary Proceeding No. 25-01249-MBK, pending in the United States Bankruptcy Court, District of New Jersey (Trenton).

Schedule 3.10(b)

LEASED REAL PROPERTY AND LEASES

(i) LEASED REAL PROPERTY

a. Ampere Company, LLC - Powin, LLC - Sublease Field Office West
    i. 2035 Front Ave., Portland, Oregon 97209
b. 3U Millikan LLC – Powin Energy – PPA Grand Johanna
    i. 16902 Millikan Avenue, Irvine, CA 92606
c. Madison-OFC Brickell FL LLC – Powin Energy Operating LLC - ACRE Management -
    i. Brickell City Tower, Miami, FL: 80 SW 8th Street, Suite 2600, Miami, Florida 33130
d. Field Office Property LLC - Powin, LLC - Office Lease
    i. 2035 NW Front Avenue, Portland, Oregon (19,807 rentable sq. ft. in the building)
e. Madrid Office - Networkia - Powin LLC - Cuzco Spain
    i. Poeta Joan Maragall 23, 28020 Madrid, Spain (Offices No. 17, 18, 19 in the Center of Cuzco)
f. Melbourne Office – Collective 100 - Powin Australia Pty Ltd - Membership Agreement
    i. Level 2, 100 Cubitt Street, Cremorne VIC 3121, Australia
g. Fora - Powin UK Ltd - Virtual Office
    i. 3 Lloyd's Avenue, London, EC3N 3DS, United Kingdom
h. Portland Office - NP MachineWorks LLC - Powin, LLC - Multi-Tenant Office Lease
    i. The Machine Works Building: 1414 NW Northrup Street, Portland, Oregon 97209
i. Mesa Warehouse - HUB@202 OWNCO LLC - POWIN LLC - Arizona warehouse
    i. 7524 East Warner Road, Mesa, Arizona 85212
j. Tualatin Office - Lu Pacific Properties - Powin Energy Corporation
    i. 20550 SW 115th Ave., Tualatin, Oregon 97062, USA
k. Qingdao Shunneng Machinery Co., Ltd. - Powin (Qingdao) New Energy
l. No. 6 Shanhe Road, Provincial High-tech Industrial Development Zone, Jimo City, Qingdao, China
m. Qingdao Office Lease Contract - 1
    i. Room D, E, I, F, G, H, Floor 18, Mong Kok Building, No. 73 Hong Kong Middle Road, Shinan District, Qingdao City, Shandong Province, China
n. Qingdao Office Lease Contract-2.pdf
    i. Room A, B, C, J, K, L, Floor 18, Mong Kok Building, No. 73 Hong Kong Middle Road, Shinan District, Qingdao City, Shandong Province, China
o. Powin Taiwan Lease Agreement.pdf
    i. Room 2D, Floor 10, No. 500, Yanping Road, Zhongli District, Taoyuan City, Taiwan

(ii) REAL PROPERTY LEASES

File	Contract Type	Counterparty Name	Contract/Document Effective Date
3U Millikan LLC - Powin - Lease agreement California - 2016	Lease Agreement	3U Millikan LLC	10/12/2016
ACRE Management - Powin Energy Operating LLC - Commercial Sublease Agreement - 05.16.2025	Lease Agreement	ACRE Management	05/16/2025
Ampere Company, LLC - Powin, LLC - Sublease Field Office - 11.01.2021	Lease Agreement	Ampere Computing LLC	11/01/2021
Field Office Property LLC - Powin, LLC - Office Lease - 01.01.2024	Lease Agreement	Field Office Property, LLC	01/01/2024
Fora - Powin UK Ltd - Virtual Office - 1.18.2024	Lease Agreement	Esselco Services LLP (Fora)	01/18/2024
Joseph Lu - Powin LLC Qingdao Office - Qingdao Office Lease Contract-10.01.2023	Lease Agreement	Joseph Lu	10/01/2023
Madrid Office_Networkia - Powin - ANNEX to the Service Agreement - change of party - 04.01.2024	Lease Agreement	Networkia Cuzko, S.L.	04/01/2024
Madrid Office_Networkia - Powin LLC - Annex to Office Agreement Cuzco Spain - 02.15.2024	Lease Agreement	Networkia Cuzko, S.L.	02/15/2024
Madrid Office_Networkia - Powin LLC - Office Agreement Cuzco Spain - 03.24.2023	Lease Agreement	Networkia Cuzko, S.L.	03/24/2023
Melbourne Office_Collective 100 - Powin Australia Pty Ltd - Membership Agreement - 07.27.2023	Lease Agreement	Collective 100	07/27/2023
Melbourne Office_Collective_100 - Powin Australia Pty Ltd - Membership Agreement - 2025	Lease Agreement	Collective 100 Pty Ltd.	04/04/2025
Melbourne Office_Collective_100 Membership Agreement - Powin - 05.14.2024	Lease Agreement	Collective_100	06/03/2024
Mesa Warehouse_HUB@202 OWNCO LLC - POWIN LLC - Arizona warehouse INDUSTRIAL LEASE - 08.02.2023	Lease Agreement	HUB @ 202 OWNCO, LLC	08/02/2023
Miami Office_2022.12.02 Commencement Date Memo - Powin Energy	Lease Agreement	MADISON-OFC BRICKELL FL LLC	12/02/2022
Miami Office_Brickell City Tower - Powin Energy Operating, LLC - Lease - 04.08.22	Lease Agreement	Madison-OFC Brickell FL LLC	11/08/2022

Portland Office_NP MachineWorks LLC - Powin, LLC - Multi-Tenant Office Lease - 04.08.2024	Lease Agreement	NP MachineWorks LLC	06/01/2024
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Amendment Agreement - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/28/2023
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Contract-PTC - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/01/2023
Powin Taiwan Lease Agreement	Lease Agreement	Pepsi International Business Co.	01/09/2024
Qingdao Office Lease Contract - 1	Lease Agreement	Wangjiao Plaza	10/01/2023
Qingdao Office Lease Contract-2	Lease Agreement	Wangjiao Plaza	10/01/2023
Qingdao Office_Cheng Yu New Materials - Powin (Qingdao) - Pwin LLC - Termination agreement - 05.07.2024	Lease Agreement	Qingdao Cheng Yu New Materials Co. Ltd.	05/07/2024
Qingdao Shunneng Machinery Co., Ltd. - Powin (Qingdao) New Energy Co., Ltd. - Lease Contract - 08.07.2024	Lease Agreement	Qingdao Shunneng Machinery Co., Ltd.	08/07/2024
Tualatin Office_Lu Pacific Properties - Powin Energy Corporation - Tualatin Lease Agreement 2021	Lease Agreement	LU PACIFIC PROPERITIES, LLC	12/14/2020
Powin RISE Realty 80 SW 8th St oct 15 2024 Signed Copy[1]	Exclusive Right Agreement	KAD Equity Inc. d/b/a Rise Realt	
20180830 -First Amendment to Sublease Agreement	Lease Agreement	PPA Grand Johanna LLC	08/31/2018
20190921 - Second Amendment to Millikan Sublease executed	Lease Agreement	PPA Grand Johanna LLC	09/21/2018
Milikan Lease	Lease Agreement	3U Millikan LLC	10/12/2016
Sublease (Fully Compiled)	Lease Agreement	PPA Grand Johanna LLC	01/01/2017
Third Amendment to the Sublease	Lease Agreement	PPA Grand Johanna LLC	01/15/2019

[1] Signed by Powin Only.

Schedule 3.10(c)

LEASEHOLD IMPROVEMENTS

Other than the testing lab, only ordinary furniture, fixtures, and equipment.

Schedule 3.11

PERSONAL PROPERTY LEASES

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*
BMO Harris Bank N.A.- Powin - Equipment Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	10/12/2023
BMO Harris Bank N.A.- Powin - Large forklift Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	12/28/2023
Toyotalift of Arizona, Inc. - Powin, LLC - Master Lease Agreement - 03.04.2024	Equipment Lease Agreement	Toyotalift of Arizona, Inc.	03/04/2024

Schedule 3.12

PERMITS

Tualatin stormwater permit for the Tualatin warehouse.

Schedule 3.14

ENVIRONMENTAL MATTERS

a)

1. That certain Tualatin Facility Stormwater Permit.
2. The Environment Agency Enforcement Notice.

b) The Environment Agency Enforcement Notice.

d) Sellers conduct routine analyses in response to issues at sites involving fire or other thermal events, which have not been provided, and confirm that there have been no claims to date.

Exhibit C

(EKS Term Sheet)

TERM SHEET FOR POWIN AND HITACHI TRANSACTION

Parties	• Hitachi Energy Ltd, Brown-Boveri-Strasse 5, 8050 Zurich, Switzerland ("**Hitachi Energy**" or the "**Buyer**") • Hitachi Energy Power Conversion Solutions, S.L.U., Avenida de Camas, 28 Polígono Industrial PIBO, 41110, Bollullos de la Mitación, Seville, Spain ("**EKS**" and together with the Buyer, "**Hitachi**") • Powin LLC, 20550 SW 115th Ave, Tualatin, OR 97062 ("**Powin**" or the "**Guarantor**") • Powin EKS SellCo LLC, 20550 SW 115th Ave, Tualatin, OR 97062 (the "**Seller**" and together with Powin, the "**Powin Parties**" and together with Hitachi, the Parties and each a "**Party**")
Background	• On October 23, 2023, the Buyer, the Seller and the Guarantor entered into: o a membership interest purchase agreement (as amended, the "**MIPA**"), pursuant to which the Buyer purchased 80% of the units of EKS HoldCo LLC (f/k/a Powin EKS Holdings LLC, "**HoldCo**") from Seller and Seller retained 20% of the units (the "**Remaining Units**") of HoldCo (the "**Acquisition**"); and o an amended and restated limited liability agreement, regarding, among other things, the governance of HoldCo (as amended, the "**LLCA**"). • On October 23, 2023, EKS and certain former executives entered into separation agreements, as provided for in the MIPA, under which separation payments were made (the "**Separation Agreements**"). • On October 23, 2023, HoldCo, the Seller and Powin entered into a transition services agreement, pursuant to which Powin rendered services to HoldCo (the "**TSA**"). • On October 23, 2023, Powin and Mr. Javier Landero Cruz entered into a consultancy services agreement, pursuant to which Mr. Javier Landero Cruz agreed to provide services to Powin (the "**First Service Agreement**"). • On October 23, 2023, Powin and Mr. Sergio Hurtado Cuerva entered into a consultancy services agreement, pursuant to which Mr. Sergio Hurtado Cuerva agreed to provide services to Powin (the "**Second Service Agreement**" and, together with the First Service Agreement, the "**Service Agreements**"). • On October 23, 2023, EKS and Powin entered into a master product supply agreement for the provision by EKS of products to Powin (as amended, the "**MSA**"). • Separate and apart from the MSA, EKS has also supplied goods and services to Powin pursuant to certain purchase orders ("**Purchase Orders**"). • On June 10, 2025 (the "**Petition Date**"), Powin and certain of its affiliates, excluding the Seller (the "**Powin Debtors**"), filed petitions in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**") for relief under chapter 11 of title 11 of the United States Code (the "**Chapter 11 Cases**"). • As of the Petition Date, Hitachi asserts the following claims against the Powin Parties:

	○ Indemnity claims of Buyer and EKS under the MIPA against the Seller and Powin (as Guarantor) in an amount no less than USD 2,276,963, relating to separation payments pursuant to the Separation Agreements and bonus payments made by EKS in connection with the Acquisition (the "**Indemnity Claims**"). ○ Commercial claims under the Purchase Orders for issued and unpaid invoices for goods and services EKS supplied to Powin, in an amount equal to the sum of (i) EUR 4,510,905.73 (of which EUR 2,700,809.21 is for overdue invoices and EUR 1,810,096.52 is for goods and services supplied but not yet invoiced) and (ii) USD 3,447,597.34 (of which USD 2,428,077.05 is for overdue invoices and USD 1,019,520.29is for goods and services supplied but not yet invoiced) (all such claims, the "**Commercial Claims**"), in each case, plus interest. The Commercial Claims include EUR 34,968.77 in connection with goods delivered on June 9, 2025 and EUR 1,520.52 in connection with goods shipped by EKS whose scheduled delivery date is June 22, 2025, which are entitled to treatment as an administrative expense. ○ Under the MIPA, potential indemnification claims against Seller in relation to certain tracking units (or other phantom equity interests) granted to certain employees of EKS equivalent in the aggregate to 1.5% of Seller's remaining interest in HoldCo, but which have not been granted or issued to such employees (the "**Tracking Units Claims**").

Proposed Transaction	The Parties desire to consummate a comprehensive transaction (the "**Proposed Transaction**") as follows. • The Buyer would acquire the Remaining Units from the Seller (the "**20% Acquisition**"). • As partial consideration for the 20% Acquisition, Hitachi would release and waive its claims against the respective Powin Parties and their respective related parties (collectively, the "**Hitachi Releases"**), including: o The Indemnity Claims o The Commercial Claims o The Tracking Units Claims o Rejection damages claims under the MSA, including in relation to Powin's failure to satisfy the MVC obligations provided, however, the Hitachi Releases will not encompass, extend to or otherwise comprise any rights and claims Hitachi or its affiliates may have against Akaysha and its affiliates. • The Seller, Powin, their affiliates and related parties, and the bankruptcy estates of the Powin Debtors, expressly waive and release any and all claims, offsets, defenses, whether known or unknown they may or may have against the Buyer, EKS, HoldCo or any of their affiliates, or their respective agents, attorneys, shareholders, managers, members, advisors, officers, directors, employees, affiliates, partners, predecessors, successors, and assigns, or other related parties under any ground, including but not limited under law, equity or relating in any way to the MIPA, the LLCA (including the put option rights of Seller thereunder), the Separation Agreements, the TSA, the Service Agreements, the Acquisition, the MSA, the Purchase Orders, any dealings of Hitachi with or concerning the end customers of Powin under the Purchase Orders, or otherwise, including any claims or causes of actions under chapter 5 of the Bankruptcy Code (the "**Powin Releases**"). • The transactions contemplated by this term sheet are expected to be documented in an agreement, to which the membership interest purchase agreement substantially in the form attached as Exhibit D to the LLCA will be an exhibit (the "**Agreement**"). The Powin Debtors will file a motion or such appropriate supplements to their existing sale motion such that approval of the transactions contemplated by this term sheet will be sought from the Bankruptcy Court on August 6, 2025.
Purchase Price and Settlement Payment	In addition to the Hitachi Releases, as full and final consideration of the proposed transaction, including the 20% Acquisition and the Powin Releases, the Buyer will pay, or cause to be paid, to the Seller a fixed sum of **USD 15,000,000**, not subject to any price adjustment or earn-out (the "**Purchase Price**").
Conditions Precedent	Consummation of the proposed transactions are subject to: • Entry of an order of the Bankruptcy Court approving and authorizing the Proposed Transaction pursuant to Bankruptcy Rule 9019 and the applicable provisions of the Bankruptcy Code, including sections 363 and 365 thereof (the "**Court Approval**"), which order has not been stayed and has become final. • Voluntary release of any security interests or liens on the Remaining Interests, in form and substance acceptable to Buyer. • Satisfaction or waiver of all conditions precedent in the Agreement, including any conditions precedent in the form MIPA incorporated into the Agreement.

Closing of the Proposed Transaction	Closing of the Proposed Transaction will take place on the date which is 10 Business Days following satisfaction of the last of the Conditions Precedent (such date, the "**Closing Date**"). At Closing: • The Buyer will pay to the Seller in immediately available funds the Purchase Price to the bank account designated in writing by the Seller no later than 5 Business Days prior to the Closing Date. • The Buyer and the Seller will enter into and close on the membership interest purchase agreement substantially in the form attached as Exhibit D to the LLCA, assigning the Remaining Units to Buyer. • Releases of any liens or security interests (including without limitation any adequate protection liens or other liens under any order approving DIP financing or the use of cash collateral in the Chapter 11 Cases) will be executed and delivered. • The Agreement will be executed and the Hitachi Releases and the Powin Releases will each become effective. • To the extent applicable, the Seller will cause the Powin Directors (as defined in the LLCA) to resign as of the Effective Date.
Costs and expenses	Each Party shall bear its own costs and expenses in connection with this terms sheet and the Proposed Transaction.
Confidentiality	No Party shall make any public announcements in respect of this term sheet or the transactions contemplated by this term sheet without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement or disclosure; provided, however, nothing in this paragraph will prevent any of the following at any time: • the Parties filing any document or providing any information to the Bankruptcy Court to obtain Court Approval; • a Party disclosing any information to the extent required under applicable law, in which case the Party required to make such release or announcement will allow the other Party reasonable time to comment on such release or announcement in advance of such issuance; • a Party making a statement or disclosure to (i) such Party's (or any of its affiliate's) paid legal, accounting and financial advisers to the extent reasonably necessary for any such adviser to perform its paid legal, accounting and financial services, respectively, for such Party (or such affiliate), or (ii) any of its affiliates or any of their representatives in the ordinary course of its business; provided, that such persons are bound by confidentiality restrictions regarding the information disclosed.
Governing law	This term sheet shall be governed by and construed in accordance with the internal Laws of the State of Delaware without regard to the conflicts of law provision or rule (whether of the State of Delaware or any other jurisdiction).
Jurisdiction	Each Party to submit to the jurisdiction of the Bankruptcy Court and, for matters arising following the conclusion of the Chapter 11 Cases, the United States District Court for the District of Delaware, for the purposes of any proceeding relating to the transaction contemplated by the definitive documents.
Waiver of Jury Trial Rights	Agreement and related definitive documentation will provide, to the fullest extent permitted by applicable law, for the waiver by each Party of any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this term sheet, or any transaction contemplated hereby or thereby.