

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

PROTERRA INC, *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 23-11120 (BLS)  
)  
) (Jointly Administered)  
)  
) **Re: Docket No. 14**

**INTERIM ORDER (I) AUTHORIZING (A) CONTINUED  
USE OF CASH MANAGEMENT SYSTEM, (B) MAINTENANCE OF  
BANK ACCOUNTS AND BUSINESS FORMS, (C) CONTINUANCE OF  
CORPORATE CREDIT CARD PROGRAMS, AND (D) HONORING  
CERTAIN PREPETITION OBLIGATIONS; (II) WAIVING STRICT  
COMPLIANCE WITH 11 U.S.C. § 345(b) AND CERTAIN OPERATING  
GUIDELINES, AS APPLICABLE, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”) of the Debtors<sup>2</sup> for entry of an interim order (this “Interim Order”) (a) authorizing the Debtors to (i) continue using their existing Cash Management System, (ii) maintain the Bank Accounts and Business Forms, (iii) continue the Corporate Credit Card Programs, and (iv) honor certain prepetition obligations related to the Cash Management System; (b) waiving strict compliance with section 345(b) of the Bankruptcy Code and certain operating guidelines related to the Bank Accounts upon entry of the Final Order, to the extent applicable; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Protterra Inc (9565); and Protterra Operating Company, Inc. (8459). The location of the Debtors’ service address is: 1815 Rollins Road, Burlingame, California 94010.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.



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the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. The Debtors are authorized to: (a) continue operating the Cash Management System and honor certain prepetition obligations related thereto as set forth herein; (b) maintain existing Bank Accounts and Business Forms; (c) maintain the ability to use debit, wire and ACH payments; (d) continue to deposit funds in accordance with their prepetition practices to the extent set forth herein; and (e) continue to manage the U.S. Treasury Holdings in the ordinary course of business.
3. The Debtors are further authorized, in their sole discretion, to: (a) continue using, with the same account numbers, all of the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit D to the Motion; (b) use, in their present form, all Business Forms, without reference to the Debtors' status as debtors in possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, ACH payments, and other debits; and (e) pay any ordinary course prepetition or

postpetition fees, including Bank Fees incurred in connection with the Bank Accounts and to otherwise perform their obligations under the documents governing the Bank Accounts; *provided*, that the Debtors shall not pay prepetition fees in an amount that exceeds \$15,000 pending entry of a final order.

4. The Banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts in accordance with prepetition practices as accounts of debtors in possession, without interruption and in the ordinary course of business. In this regard, the Banks are authorized to receive, process, honor and pay any and all checks, ACH payments and other instructions, and drafts payable through, drawn-on or directed on the Bank Accounts by holders, makers or other parties entitled to issue instructions with respect thereto on account of any claim, only if sufficient funds are on deposit in the applicable Bank Accounts to process and honor such instructions with respect to obligations; *provided, however*, that any check, draft, electronic fund transfer, or ACH drawn or issued by the Debtors before the Petition Date may be honored by a Bank only if specifically authorized by order of this Court and identified to the applicable Bank by the Debtors.

5. In the course of providing cash management services to the Debtors, the Banks, without further order of this Court, are authorized to (a) charge, and the Debtors are authorized to pay or honor, both prepetition and postpetition service and other fees, costs, charges and expenses to which the Banks are entitled under the terms and in accordance with their contractual arrangements with the Debtors, and (b) charge-back returned items to the Bank Accounts, whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course.

6. The Debtors and the Banks are hereby authorized to continue to perform pursuant to the terms of any unexpired prepetition cash management agreements that may exist between

them, except and to the extent otherwise directed by the terms of this Interim Order and except as amended, modified, or supplemented by agreement between the Debtors and the Banks in the ordinary course of business; *provided*, that notwithstanding anything to the contrary in the Senior Credit Agreement, other than as set forth and authorized under the *Interim Order (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* or any subsequent interim or final cash collateral orders (collectively, the “Cash Collateral Orders”), the Debtors shall not be permitted to remit any payments to the First Lien Agent constituting a payment on account of the prepetition outstanding principal amount of the Senior Credit Agreement during the pendency of these chapter 11 cases, unless otherwise ordered by this Court.

7. Notwithstanding any other provision of this Interim Order, the Banks are authorized to rely on the Debtors’ representations with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors should be honored pursuant to any order of this Court, whether or not such payments are dated, drawn, or issued prior to, on, or subsequent to the Petition Date. Any Bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of an innocent mistake made despite the above-described protective measures, shall neither be deemed to be in violation of this Interim Order nor be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

8. The Banks are further authorized to accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided*, in each case, that the Banks shall not have any liability to any party for relying on such representations.

9. The Debtors are authorized to use their existing Business Forms; *provided*, *however*, that once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" or "DIP" and the corresponding bankruptcy case number on all checks; *provided, further*, within fifteen (15) days of entry of this Interim Order, any electronically produced checks shall reflect the designation "Debtor in Possession" or "DIP" and the corresponding bankruptcy case number.

10. The Debtors are authorized to (a) continue the Corporate Credit Card Programs in the ordinary course, including making ordinary course modifications thereto, (b) perform their obligations under the Corporate Credit Card Programs, and (c) pay outstanding prepetition expenses arising thereunder in the aggregate amount not to exceed \$53,000 and postpetition expenses in the ordinary course.

11. Notwithstanding anything contained herein, despite the Debtors' use of the consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which Debtor pays those disbursements.

12. Each Bank is authorized to debit the Debtors' accounts in the ordinary course of business without need for further order of this Court for: (a) all checks, automated clearing house entries, and other items deposited or credited to one of Debtors' accounts with such Bank prior to filing of the petitions which have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were

responsible for such items prior to filing of the petitions; and (b) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to the Bank or payment processors as service charges for the maintenance of the Cash Management System.

13. For Banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors will immediately, upon entry of this Order, (a) contact each Bank, (b) provide the Bank with the Debtors' employer identification number, and (c) identify each Bank Account held at such Banks as being held by a debtor in possession in a bankruptcy case.

14. Nothing contained herein shall prevent the Debtors from closing or implementing changes to any Bank Account(s) or opening any additional bank accounts, as they may deem necessary and appropriate, and any relevant Bank is authorized to honor the Debtors' requests and to close, open, or implement changes to such Bank Accounts or additional bank accounts, as the case may be, under the terms of the documents governing the Bank Accounts or otherwise agreed to by the relevant Bank, and to make any other modification to the prepetition cash management structure to comply with the requirements of any order entered by this Court authorizing the use of cash collateral entered in these chapter 11 cases; *provided* that notice of the opening or closure of any account shall be given to the U.S. Trustee, counsel to Bank of America, counsel to the Cowen Parties, and any statutory committee within fifteen (15) days of such opening or closure; and *provided*, further, that any new bank accounts shall be opened at a bank that is party to a Uniform Depository Agreement with the U.S. Trustee, or at a bank that is willing to immediately execute a Uniform Depository Agreement. The Banks shall have no liability to any party for relying on any representations or instructions by the Debtors with respect to the foregoing.

15. The relief granted in this Interim Order extends to any new bank account opened by the Debtors, and in accordance with the provisions of this Interim Order, such account shall be deemed a Bank Account, and the bank at which such Bank Account is opened, a Bank.

16. The Debtors shall maintain accurate and detailed records of all transfers within the Cash Management System so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

17. To the extent that the Bank Accounts and Cash Management System, as applicable, are not in strict compliance with the requirements of section 345(b) of the Bankruptcy Code, the Debtors shall have thirty (30) days (or such additional time as may be extended by further order of the Court) from the date hereof to either come into compliance with section 345(b) of the Bankruptcy Code with respect to such Bank Accounts, solely to the extent applicable, or to make such other arrangements as agreed to by the U.S. Trustee. If no such agreement can be reached, the Debtors shall seek further relief from this Court.

18. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security

interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

19. The relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, and accordingly Bankruptcy Rule 6003(b) has been satisfied.

20. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order.

21. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

22. The final hearing on the Motion shall be held on September 7, 2023, at 11:00 a.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion must be filed with the Court on or before 4:00 p.m., prevailing Eastern Time, on August 31, 2023, and served on the following parties: (a) proposed counsel to the Debtors, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn. Paul Basta (pbasta@paulweiss.com) and Robert Britton (rbritton@paulweiss.com), and (ii) Young Conaway Stargatt & Taylor LLP, 1000 North Street, Wilmington, Delaware, 19801 Attn: Pauline K. Morgan (pmorgan@ycst.com) and Andrew L. Magaziner (amagaziner@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware, 19801, Attn: Linda Casey (linda.casey@usdoj.gov); (c) counsel to Bank of America, and (d) Counsel to the Cowen Parties. If no objections to entry of a final order on the



Motion are timely received, this Court may enter such final order without need for the final hearing. Bankruptcy Rule 6003(b) has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors.

Dated: August 10th, 2023  
Wilmington, Delaware

  
BRENDAN L. SHANNON  
UNITED STATES BANKRUPTCY JUDGE