

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 (\_\_\_\_)  
)  
) (Joint Administration Requested)  
)

**DEBTORS' MOTION FOR ENTRY  
OF INTERIM AND FINAL ORDERS  
(I) PROHIBITING UTILITY COMPANIES FROM  
DISCONTINUING, ALTERING, OR REFUSING  
SERVICE, (II) DEEMING UTILITY COMPANIES TO  
HAVE ADEQUATE ASSURANCE OF FUTURE PAYMENT,  
(III) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS  
FOR ADDITIONAL ASSURANCE, AND (IV) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state as follows in support of this motion (the "Motion"): <sup>2</sup>

**Relief Requested**

1. The Debtors seek entry of an interim order (the "Interim Order") and a final order (the "Final Order") and, together with the Interim Order, the "Proposed Orders"), substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, (a) prohibiting utility companies from discontinuing, altering, or refusing service to the Debtors on account of prepetition invoices, (b) deeming the utility companies to have received adequate assurance of

<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> A detailed description of the Debtors and their business, including the facts and circumstances giving rise to these chapter 11 cases and supporting this Motion, is set forth in the *Declaration of Gareth T. Joyce in Support of Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference. Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration.



future payment to the Utility Companies, (c) establishing procedures for resolving requests for additional assurance of payment (the “Adequate Assurance Procedures”), and (d) granting related relief. In addition, the Debtors request that the Court (as defined herein) schedule a final hearing to consider approval of this Motion on a final basis.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the “Amended Standing Order”). This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

3. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to a final order with respect to this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue of these chapter 11 cases and this Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105, 345, 363, 364(b), and 503(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

### **Background**

6. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their business and manage their property as debtors in possession pursuant to sections 1107(a) and

1108 of the Bankruptcy Code. The Debtors have contemporaneously filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

### **Utility Companies and Utility Services**

7. To operate their business and manage their properties, the Debtors obtain telecommunications, waste disposal, water, gas, electricity, and other similar services (collectively, the “Utility Services”) from utility companies (each, a “Utility Company,” and collectively, the “Utility Companies”). Attached hereto as **Exhibit C**<sup>3</sup> is a nonexclusive list (the “Utility Service List”) of Utility Companies and their affiliates providing services to the Debtors as of the Petition Date.

8. The Debtors’ business involve designing, manufacturing, and selling electric transit buses and components, batteries, and electric drive trains, and providing and selling related products and software services. To operate their business, the Debtors must maintain the ability to run their manufacturing plants in Burlingame, California, City of Industry, California, Greenville, South Carolina, and Greer, South Carolina (collectively, the “Plants”), at all times. Moreover, the Debtors’ operations at the Plants require electricity and gas for lighting, heating, and air conditioning. The Debtors’ corporate headquarters in Burlingame, California, and field offices in Greenville, South Carolina, also require Utility Services to ensure the smooth operation of the Debtors’ business. The Debtors could not manage or operate their business in the absence

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<sup>3</sup> The Debtors have endeavored to identify all of the Utility Companies and list them on **Exhibit C** hereto. However, inadvertent omissions may have occurred, and the omission from **Exhibit C** hereto of any entity providing Utility Services to the Debtors shall not be construed as an admission, waiver, acknowledgement, or consent that section 366 of the Bankruptcy Code does not apply to such entity. In addition, the Debtors reserve the right to assert that any of the entities now or hereafter included on the Utility Service List are not “utilities” within the meaning of section 366(a) of the Bankruptcy Code.

of continuous Utility Services. Thus, any interruption in such services would disrupt the Debtors' day-to-day operations and undermine their ability to continue as a going concern.

9. The Debtors have established a good payment history with the Utility Companies, making payments on a regular and timely basis. Historically, the Debtors have paid on average approximately \$266,175 per month on account of the Utility Services over the twelve months prior to the Petition Date.

### **Relief Requested**

10. By this Motion, the Debtors seek the entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, (a) approving the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies of a deposit in an amount equal to 50% of the Debtors' estimated aggregate utility expenses for Utility Companies for one month, calculated based on the Debtors' estimated average payments over the twelve month period prior to the Petition Date (the "**Estimated Utility Expense**"), in an aggregate amount of approximately \$133,088, into a newly created, segregated account under the Debtors' control; (b) approving procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance (as defined below); and (c) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against the Debtors solely on the basis of the commencement of these chapter 11 cases, a debt that is owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance pending entry of the Final Order.

#### **I. Adequate Assurance**

##### **A. The Proposed Adequate Assurance**

11. Pursuant to section 366(c)(2) of the Bankruptcy Code, a utility may alter, refuse, or discontinue a chapter 11 debtor's utility service if the utility does not receive from the debtor

“adequate assurance of payment” within 30 days of the commencement of a debtor’s chapter 11 case. *See* 11 U.S.C. § 366(c)(2). Section 366(c)(1)(A) of the Bankruptcy Code defines the phrase “assurance of payment” to mean, among other things, a cash deposit. *See* 11 U.S.C. § 366(c)(1)(A).

12. The Debtors intend to pay all undisputed postpetition obligations owed to the Utility Companies in a timely manner, and propose to provide “assurance of payment” to Utility Companies within twenty (20) days after the Petition Date by placing a cash deposit (the “Adequate Assurance Deposit”) equal to the Estimated Utility Expense for each Utility Company into a newly created, segregated account of the Debtors (the “Adequate Assurance Deposit Account”) under the Debtors’ control for the benefit of any Utility Company, unless any such Utility Company agrees in writing to a lesser amount. No creditor of any of the Debtors shall have any interest in or lien on the Adequate Assurance Deposit or the Adequate Assurance Deposit Account. Currently, none of the Debtors’ Utility Providers are holding any security deposits.

13. The Debtors propose that the Adequate Assurance Deposit Account be maintained until the earlier of (a) entry of an order of the Court authorizing or directing the return of the Adequate Assurance Deposit to the Debtors, or (b) the effective date of any chapter 11 plan in the Debtors’ chapter 11 cases. In addition, the Debtors seek authority to reduce the Adequate Assurance Deposit to the extent that it includes an amount on account of a Utility Company that the Debtors subsequently determine should be removed from the Utility Services List.

14. The Debtors submit that the Adequate Assurance Deposit, together with the Debtors’ ability to pay for future Utility Services during these chapter 11 cases in the ordinary course of business (collectively, the “Proposed Adequate Assurance”), constitute adequate

assurance of payment to the Utility Companies for purposes of section 366 of the Bankruptcy Code.

15. Accordingly, the Debtors believe that no other or further assurance of payment is necessary. If a Utility Company believes that additional or alternative assurance of payment is necessary, however, the Debtors submit that the Utility Company must request such additional or alternative assurance of payment by the procedures described below (the “Adequate Assurance Procedures”):

- (a) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of a deposit, letter of credit, prepayment, or otherwise, it must serve a request (an “Additional Assurance Request”) upon (i) the Debtors, 1815 Rollins Road, Burlingame, California 94010 (Attn: Kerri Howard (email: khoward@proterra.com)); and (ii) proposed co-counsel to the Debtors (1) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn: Robert Britton and Michael Colarossi (emails: rbritton@paulweiss.com and mcolarossi@paulweiss.com)) and (2) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Shella Borovinskaya (email: sborovinskaya@ycst.com)) (collectively, the “Notice Parties”);
- (b) Each Additional Assurance Request must (i) be made in writing; (ii) set forth all location(s) for which Utility Services are provided and the relevant account number(s); (iii) include a summary of the Debtors’ payment history relevant to the affected account(s); (iv) describe any deposits or other security currently held by the requesting Utility Company; and (v) identify and explain the basis of the Utility Company’s proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code;
- (c) Upon the Notice Parties’ receipt of an Additional Assurance Request at the addresses set forth in subparagraph (b) above, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company’s Additional Assurance Request;
- (d) If the Debtors determine that a timely received Additional Assurance Request is not reasonable and are unable to reach an alternative resolution with the applicable Utility Company (each, an “Adequate Assurance Dispute”), the Debtors shall, upon reasonable

notice, schedule the matter for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code (a “Determination Hearing”);

- (e) Pending resolution of any such Adequate Assurance Dispute, any such Utility Company shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the chapter 11 cases, or any objection to the adequacy of the Proposed Adequate Assurance;
- (f) The Debtors may, in their discretion, resolve any Adequate Assurance Dispute by mutual agreement with the requesting Utility Company without further notice to the Court or any other party-in-interest and may, in connection with any such agreement, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, letter of credit, or other forms of security, without further order of the Court to the extent the Debtors believe that such additional assurance is reasonable in the exercise of their business judgment and the Debtors may, by mutual agreement with the objecting Utility Company and without further order of the Court, reduce the Adequate Assurance Deposit by an amount not exceeding the requesting Utility Company’s estimated two-week utility expense; and
- (g) The portion of the Adequate Assurance Deposit attributable to each Utility Company may be returned to the Debtors, without further order of the Court, on the earlier of (i) the reconciliation and payment by the Debtors of the Utility Company’s final invoice following the Debtors’ termination of Utility Services from such Utility Company, provided that such Utility Company does not dispute that it has been paid in full for post-petition services and (ii) the effective date of any chapter 11 plan in these chapter 11 cases.

16. In addition to establishing the Adequate Assurance Procedures, the Debtors request a Final Hearing on this Motion to be held within 30 days of the Petition Date to ensure that, if a Utility Company argues it can unilaterally refuse service to the Debtors on the 31st day after the Petition Date, the Debtors will have the opportunity, to the extent necessary, to request that the Court make such modifications to the Adequate Assurance Procedures in time to avoid any potential termination of the Utility Services.

## **II. Subsequent Modifications of Utility Company List and Procedures for Subsequently Identified Utility Companies**

17. It is possible that, despite the Debtors' diligent efforts, certain Utility Companies have not yet been identified by the Debtors or included on the Utility Service List (each, an "Additional Utility Company" and, collectively, the "Additional Utility Companies"). Promptly upon the discovery of an Additional Utility Company, the Debtors propose that they will increase the Adequate Assurance Deposit by an amount equal to approximately 50% of the Estimated Utility Expense for each Additional Utility Company, unless such Additional Utility Company agrees in writing to a lesser amount or is paid in advance for Utility Services. In exchange, the Debtors request that the Court provide that the Additional Utility Companies be subject to the terms of the Interim Order and any Final Order, including the Adequate Assurance Procedures.

18. It is possible that during the course of these chapter 11 cases, the Debtors may cease doing business in the ordinary course with certain Utilities for which funds have been contributed to the Adequate Assurance Deposit (each, a "Closed Account" and collectively, the "Closed Accounts"). The Debtors seek authority in such circumstances to decrease the amount of the Adequate Assurance Deposit by withdrawing from the Adequate Assurance Deposit Account the amount deposited with respect to such Closed Account, solely to the extent no known dispute regarding postpetition payments exists.

19. The Debtors submit that the relief requested in this Motion strikes a fair balance between protecting the rights of the Utility Companies, the rights of the Debtors under the Bankruptcy Code, and the need for the Debtors to continue to receive, for the benefit of their estates, the Utility Services upon which their business depends. The Debtors do not believe that the Utility Companies will be prejudiced by the Proposed Adequate Assurance, the requirement to



provide the Debtors with uninterrupted access to Utility Services, or the procedures for resolving objections to the Proposed Adequate Assurance.

### **III. Prohibition on Altering, Refusing, or Discontinuing Service**

20. Pending the entry of the Proposed Orders and a resolution of any Additional Assurance Request, objection, or Determination Hearing, if any, the Debtors request that the Utility Companies, including the Additional Utility Companies, be prohibited from (a) discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the Debtors, or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Adequate Assurance Deposit, as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices.

### **Basis for Relief**

#### **I. The Bankruptcy Code Permits the Court to Authorize the Debtors to Pay Utility Companies Where Such Payments Are Necessary to Protect and Preserve the Estate**

21. The maintenance of current Utility Services is essential to the Debtors' ability to continue their operations and maximize value, for the benefit of all stakeholders. Unanticipated delays in the Debtors' ability to operate and meet their operational needs would result in substantial and irreparable harm to the Debtors and would impair their efforts to preserve and maximize the value of their estates during the chapter 11 cases. It is, therefore, critical that the Utility Services continue uninterrupted so as to allow the Debtors to continue their operations, preserve their go-forward business, and generate maximum value for the estates.

22. Section 366 of the Bankruptcy Code protects a debtor against the immediate termination or alteration of utility services after the Petition Date. *See* 11 U.S.C. § 366. Section 366(c) of the Bankruptcy Code requires the debtor to provide "adequate assurance" of payment for postpetition services in a form "satisfactory" to the utility provider within thirty days

of the petition date, or the utility provider may alter, refuse, or discontinue service. 11 U.S.C. 366(c)(2). Section 366(c)(1) of the Bankruptcy Code enumerates what constitutes “assurance of payment.” 11 U.S.C. § 366(c)(1). Although assurance of payment must be “adequate,” it need not constitute an absolute guarantee of the debtor’s ability to pay. *See, e.g., In re Great Ad & Pac. Tea Co.*, 2011 WI, 5546954, at \*5 (Bankr. S.D.N.Y. Nov. 14, 2011) (“Courts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full”); *In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“Section 366(b) requires . . . adequate assurance of payment. The statute does not require an absolute guarantee of payment.”) (internal quotation and citation omitted)), *aff’d sub nom. Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646 (2d Cir. 1997). A utility does not have greater rights simply because a debtor filed a bankruptcy case. *See In re Begley*, 41 B.R. 402 (E.D. Pa. 1984), *aff’d sub nom. Begley v. Philadelphia Elec. Co.*, 760 F.2d 46 (3d Cir. 1985).

23. When considering whether a given assurance of payment is “adequate,” the Court should examine the totality of the circumstances to determine whether the Utility Provider will be subject to an unreasonable risk of nonpayment. *See Mass. Elec. Co. v. Keydata Corp. (In re Keydata Corp.)*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) (*citing In re Cunha*, 1 B.R. 330 (Bankr. E.D. Va. 1979)); *In re Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 82–83 (Bankr. S.D.N.Y. 2002). Courts have recognized that, in determining the requisite level of adequate assurance, bankruptcy courts must “focus upon the need of the utility for assurance, and . . . require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.” *Va. Elec. & Power Co.*, 117 F.3d at 650 (internal quotations omitted) (*citing In re Penn Jersey Corp.*, 72 B.R. 981, 985 (Bankr. E.D. Pa. 1987)); *see also In re Penn. Cent.*

*Tramp. Co.*, 467 F.2d 100, 103–04 (3d Cir. 1972) (affirming bankruptcy court’s ruling that no utility deposits were necessary where such deposits likely would “jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected”); *In re Buffets Holdings, Inc.*, 2009 WL 453112, at \*1 (D. Del. Feb. 24, 2009) (recognizing the bankruptcy court’s approval of an approximately 50% deposit). Accordingly, demands by a utility provider for a guarantee of payment should be refused when the debtor’s specific circumstances already afford adequate assurance of payment.

24. Here, the Utility Providers are adequately assured against the risk of nonpayment for future services. The Adequate Assurance Deposit and the Debtors’ ongoing ability to meet obligations as they come due in the ordinary course provides assurance of the Debtors’ payment of their future obligations. Moreover, termination of any Utility Services could result in the Debtors’ inability to operate their business to the detriment of their stakeholders. *In re Monroe Well Serv., Inc.*, 83 B.R. 317, 321–22 (Bankr. E.D. Pa. 1988) (noting that without utility service, the debtors “would have to cease operations” and that section 366 of the Bankruptcy Code “was intended to limit the leverage held by utility companies, not increase it”).

25. Courts are permitted to fashion reasonable procedures, such as the Debtors’ proposed Adequate Assurance Procedures, to implement the protections afforded under section 366 of the Bankruptcy Code. *See, e.g., In re Circuit City Stores Inc.*, 2009 WL 484553, at \*5 (Bankr. E.D. Va. Jan. 14, 2009) (“The plain language of § 366 of the Bankruptcy Code allows the court to adopt the Procedures set forth in the Utility Order.”). Such procedures are important because, without them, the Debtors “could be forced to address numerous requests by utility companies in a disorganized manner at a critical period in their efforts to reorganize.” *Id.* Here, notwithstanding a determination that the Debtors’ Proposed Adequate Assurance constitutes

sufficient adequate assurance, any rights the Utility Providers believe they have under sections 366(b) and 366(c)(2) of the Bankruptcy Code are wholly preserved under the Adequate Assurance Procedures. *See id.* at \*5–6. The Utility Providers still may choose, in accordance with the Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. *See id.* at \*6. However, the Adequate Assurance Procedures will avoid a disorganized process whereby each Utility Provider could make a last-minute demand for adequate assurance that would force the Debtors to pay under the threat of losing critical Utility Services. *See id.* at \*5.

26. Without the protections afforded by the Adequate Assurance Procedures, the Debtors could be forced to address ad hoc requests by Utility Companies in a disorganized manner in the initial, critical stages of their restructuring process, when their efforts should be focused on stabilizing their operations and maximizing value for all of their stakeholders. The orderly process contemplated by the Adequate Assurance Procedures is necessary for a smooth transition by the Debtors into chapter 11 and will aid in their restructuring efforts. Moreover, the Adequate Assurance Procedures will establish a fair process that will ensure all parties act in good faith.

27. The Court also possesses the power, under section 105(a) of the Bankruptcy Code, to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). The Adequate Assurance Procedures and the Proposed Adequate Assurance are necessary and appropriate to carry out the provisions of the Bankruptcy Code, particularly section 366. Accordingly, the Debtors submit that the Court should exercise its powers under sections 366 and 105(a) of the Bankruptcy Code and approve both the Adequate Assurance Procedures and the Proposed Adequate Assurance.

28. Accordingly, for all the foregoing reasons, the Debtors submit that cause exists for granting the relief requested herein.

**Immediate Relief Is Necessary**

29. Bankruptcy Rule 6003 provides that the relief requested in this Motion may be granted if the “relief is necessary to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003. As described above and in the First Day Declaration, any disruption of the Utility Services, on the terms proposed, would substantially diminish or impair the Debtors’ efforts in these chapter 11 cases to preserve and maximize the value of their estates. As set forth in this Motion, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors’ operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. For this reason and those set forth above and in the First Day Declaration, the Debtors respectfully submit that Bankruptcy Rule 6003(b) has been satisfied and because the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

**Waiver of Stay Under Bankruptcy Rule 6004(h)**

30. Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As provided herein, and to implement the foregoing successfully, the Debtors request that the Proposed Orders include a finding that the Debtors have established cause to exclude such relief from the fourteen (14)-day stay period under Bankruptcy Rule 6004(h).

31. For this reason and those set forth above, the Debtors submit that ample cause exists to justify a waiver of the fourteen (14)-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable to the Proposed Orders.

**Reservation of Rights**

32. Nothing contained herein or any actions taken pursuant to such relief requested is intended to be or should be construed as: (a) an implication or 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 this Motion or any order granting the relief requested by this 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; (h) a waiver of the obligation of any party in interest to file a proof of claim; or (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this 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.

**Notice**

33. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) the United States Attorney's Office for the District of Delaware; (d) the Internal Revenue Service; (f) the state attorneys general for states in which the Debtors conduct business; (g) the Securities and Exchange Commission; (h) the Utility

Companies; (i) counsel to the Cowen Parties; (j) counsel to Bank of America; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

*[Remainder of page intentionally left blank]*

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Orders granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 7, 2023  
Wilmington, Delaware

Respectfully submitted,

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/ Andrew L. Magaziner

Pauline K. Morgan (No. 3650)  
Andrew L. Magaziner (No. 5426)  
Shella Borovinskaya (No. 6758)  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253  
Email: pmorgan@ycst.com  
amagaziner@ycst.com  
sborovinskaya@ycst.com

- and -

**PAUL, WEISS, RIFKIND,  
WHARTON & GARRISON LLP**

Paul M. Basta (*pro hac vice* admission pending)  
Robert A. Britton (*pro hac vice* admission pending)  
Michael J. Colarossi (*pro hac vice* admission pending)  
1285 Avenue of the Americas  
New York, New York 10019  
Tel: (212) 373-3000  
Fax: (212) 757-3990  
Email: pbasta@paulweiss.com  
rbritton@paulweiss.com  
mcolarossi@paulweiss.com

*Proposed Counsel to the Debtors and  
Debtors in Possession*



**Exhibit A**

**Proposed Interim Order**

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

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In re:

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

Debtors.

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

**INTERIM ORDER  
(I) PROHIBITING UTILITY COMPANIES  
FROM DISCONTINUING, ALTERING, OR  
REFUSING SERVICE, (II) DEEMING UTILITY COMPANIES  
TO HAVE ADEQUATE ASSURANCE OF FUTURE PAYMENT,  
(III) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS  
FOR ADDITIONAL ASSURANCE, AND (IV) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”) of the Debtors<sup>2</sup> for entry of an interim order (this “Interim Order”) (a) prohibiting utility companies from discontinuing, altering or refusing service to the Debtors on account of prepetition invoices, (b) deeming the utility companies to have received adequate assurance of future payment, (c) establishing procedures for resolving requests for additional assurance of payment, and (d) 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 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

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<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.

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 pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices for Utility Services rendered by the Utility Companies to the Debtors after the Petition Date.
3. Subject to the Adequate Assurance Procedures set forth below, no Utility Company may (a) alter, refuse, terminate, or discontinue Utility Services to, or discriminate against, the Debtors on the basis of the commencement of these chapter 11 cases or on account of outstanding prepetition invoices, or (b) require additional assurance of payment, other than the Adequate Assurance Deposit, as a condition to the Debtors receiving such Utility Services; *provided* that no Utility Company will be bound by the terms of this Interim Order until such Utility Company receives notice of this Interim Order.
4. Subject to the terms of this Interim Order, as adequate assurance for the payment of Utility Services, the Debtors shall make a cash deposit of an amount of approximately \$133,088 which satisfies, on an aggregate basis, the estimated costs for Utility Services provided by each Utility Company on the Utility Company List for 50% of one month, calculated based on the

Debtors' estimated average payments over the twelve month period prior to the Petition Date (the "Adequate Assurance Deposit"), into a newly created, segregated account of the Debtors (the "Adequate Assurance Deposit Account") under the Debtors' control for the benefit of Utility Companies, except those Utility Companies that agree in writing to a lesser amount. The Adequate Assurance Deposit shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

5. No liens shall attach to the Adequate Assurance Deposit Account, except as to any reversionary interest of the Debtors.

6. The following Adequate Assurance Procedures are hereby approved on an interim basis:

- (a) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of a deposit, letter of credit, prepayment, or otherwise, it must serve an request (an "Additional Assurance Request") upon (i) the Debtors, 1815 Rollins Road, Burlingame, California 94010 (Attn: Kerri Howard (email: khoward@proterra.com)); and (ii) proposed co-counsel to the Debtors (1) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn: Robert Britton and Michael Colarossi (emails: rbritton@paulweiss.com and mcolarossi@paulweiss.com)) and (2) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Shella Borovinskaya (email: sborovinskaya@ycst.com)) (collectively, the "Notice Parties");
- (b) Each Additional Assurance Request must (i) be made in writing; (ii) set forth all location(s) for which Utility Services are provided and the relevant account number(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s); (iv) describe any deposits or other security currently held by the requesting Utility Company; and (v) identify and explain the basis of the Utility Company's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code;
- (c) Upon the Notice Parties' receipt of an Additional Assurance Request at the addresses set forth in subparagraph (b) above, the

Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company's Additional Assurance Request;

- (d) If the Debtors determine that a timely received Additional Assurance Request is not reasonable and are unable to reach an alternative resolution with the applicable Utility Company (each, an "Adequate Assurance Dispute"), the Debtors shall, upon reasonable notice, schedule the matter for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code (a "Determination Hearing");
- (e) Pending resolution of any such Adequate Assurance Dispute, any such Utility Company shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the chapter 11 cases, or any objection to the adequacy of the Proposed Adequate Assurance;
- (f) The Debtors may, in their discretion, resolve any Adequate Assurance Dispute by mutual agreement with the requesting Utility Company without further notice to the Court or any other party-in-interest and may, in connection with any such agreement, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, letter of credit, or other forms of security, without further order of the Court to the extent the Debtors believe that such additional assurance is reasonable in the exercise of their business judgment and the Debtors may, by mutual agreement with the objecting Utility Company and without further order of the Court, reduce the Adequate Assurance Deposit by an amount not exceeding the requesting Utility Company's estimated two-week utility expense; and
- (g) The portion of the Adequate Assurance Deposit attributable to each Utility Company may be returned to the Debtors, without further order of the Court, on the earlier of (i) the reconciliation and payment by the Debtors of the Utility Company's final invoice following the Debtors' termination of Utility Services from such Utility Company, provided that such Utility Company does not dispute that it has been paid in full for post-petition services and (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases.

7. The Debtors are authorized to add Additional Utility Companies to the Utility Service list; *provided* that promptly upon the discovery of an Additional Utility Company, the

Debtors will increase the Adequate Assurance Deposit by an amount equal to approximately 50% of the Debtors' estimated average monthly payment for each Additional Utility Company, unless such Additional Utility Company agrees in writing to a lesser amount or is paid in advance for Utility Services; *provided, further*, that no Additional Utility Company will be bound by the terms of this Interim Order until such Additional Utility Company receives notice of this Interim Order.

8. 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.

9. 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.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

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

13. The final hearing on the Motion shall be held on \_\_\_\_\_, 2023, at \_\_:\_\_ .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 \_\_\_\_\_, 2023, and served on the following parties: proposed counsel to the Debtors (a) 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 (b) Young Conaway Stargatt & Taylor LLP, 1000 North Street, Wilmington, Delaware, 19801 Attn: Pauline Morgan (pmorgan@ycst.com) and Andrew Magaziner (amagaziner@ycst.com); (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware, 19801 (Attn: \_\_\_\_); 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.

**Exhibit B**

**Proposed Final Order**



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

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In re:

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

Debtors.

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)  
) Chapter 11  
)  
) Case No. 23-11120 (\_\_\_\_)  
)  
) (Jointly Administered)  
)  
) **Re: Docket Nos. \_\_ & \_\_**

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**FINAL ORDER (I)  
PROHIBITING UTILITY COMPANIES  
FROM DISCONTINUING, ALTERING, OR  
REFUSING SERVICE, (II) DEEMING UTILITY COMPANIES  
TO HAVE ADEQUATE ASSURANCE OF FUTURE PAYMENT,  
(III) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS  
FOR ADDITIONAL ASSURANCE, AND (IV) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”) of the Debtors<sup>2</sup> for entry of a final order (this “Final Order”) (a) prohibiting utility companies from discontinuing, altering, or refusing service to the Debtors on account of prepetition invoices, (b) deeming the utility companies to have received adequate assurance of future payment, (c) establishing procedures for resolving requests for additional assurance of payment, and (d) 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 it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant

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<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.

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, if any, 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, if any, 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 a final basis as set forth herein.
2. The Debtors are authorized to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices for Utility Services rendered by the Utility Companies to the Debtors after the Petition Date.
3. Subject to the Adequate Assurance Procedures set forth below, no Utility Company may (a) alter, refuse, terminate, or discontinue Utility Services to, or discriminate against, the Debtors on the basis of the commencement of these chapter 11 cases or on account of outstanding prepetition invoices or (b) require additional assurance of payment, other than the Adequate Assurance Deposit, as a condition to the Debtors receiving such Utility Services; *provided* that no Utility Company will be bound by the terms of this Final Order until such Utility Company receives notice of this Final Order.
4. Subject to the terms of this Final Order, as adequate assurance for the payment of Utility Services, the Debtors shall make a cash deposit of an amount of approximately \$133,088

which satisfies, on an aggregate basis, the estimated costs for Utility Services provided by each Utility Company on the Utility Company List for 50% of one month, calculated based on the Debtors' estimated average payments over the three month period prior to the Petition Date (the "Adequate Assurance Deposit"), into a segregated account of the Debtors (the "Adequate Assurance Deposit Account") under the Debtors' control for the benefit of Utility Companies, except those Utility Companies that agree in writing to a lesser amount. The Adequate Assurance Deposit shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

5. No liens shall attach to the Adequate Assurance Deposit Account, except as to any reversionary interest of the Debtors.

6. The Adequate Assurance Deposit shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

7. The following Adequate Assurance Procedures are hereby approved on an final basis:

- (a) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of a deposit, letter of credit, prepayment, or otherwise, it must serve an request (an "Additional Assurance Request") upon (i) the Debtors, 1815 Rollins Road, Burlingame, California 94010 (Attn: Kerri Howard (email: khoward@proterra.com)); and (ii) proposed co-counsel to the Debtors (1) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attn: Robert Britton and Michael Colarossi (emails: rbritton@paulweiss.com and mcolarossi@paulweiss.com)) and (2) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Shella Borovinskaya (email: sborovinskaya@ycst.com)) (collectively, the "Notice Parties");
- (b) Each Additional Assurance Request must (i) be made in writing; (ii) set forth all location(s) for which Utility Services are provided and the relevant account number(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s);

- (iv) describe any deposits or other security currently held by the requesting Utility Company; and (v) identify and explain the basis of the Utility Company's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code;
- (c) Upon the Notice Parties' receipt of an Additional Assurance Request at the addresses set forth in subparagraph (b) above, the Debtors shall promptly negotiate with such Utility Company to resolve such Utility Company's Additional Assurance Request;
  - (d) If the Debtors determine that a timely received Additional Assurance Request is not reasonable and are unable to reach an alternative resolution with the applicable Utility Company (each, an "Adequate Assurance Dispute"), the Debtors shall, upon reasonable notice, schedule the matter for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code (a "Determination Hearing");
  - (e) Pending resolution of any such Adequate Assurance Dispute, any such Utility Company shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the chapter 11 cases, or any objection to the adequacy of the Proposed Adequate Assurance;
  - (f) The Debtors may, in their discretion, resolve any Adequate Assurance Dispute by mutual agreement with the requesting Utility Company without further notice to the Court or any other party-in-interest and may, in connection with any such agreement, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, letter of credit, or other forms of security, without further order of the Court to the extent the Debtors believe that such additional assurance is reasonable in the exercise of their business judgment and the Debtors may, by mutual agreement with the objecting Utility Company and without further order of the Court, reduce the Adequate Assurance Deposit by an amount not exceeding the requesting Utility Company's estimated two-week utility expense; and
  - (g) The portion of the Adequate Assurance Deposit attributable to each Utility Company may be returned to the Debtors, without further order of the Court, on the earlier of (i) the reconciliation and payment by the Debtors of the Utility Company's final invoice following the Debtors' termination of Utility Services from such Utility Company, provided that such Utility Company does not

dispute that it has been paid in full for post-petition services and (ii) the effective date of any chapter 11 plan in these chapter 11 cases.

8. The Debtors are authorized to add Additional Utility Companies to the Utility Service list; *provided* that promptly upon the discovery of an Additional Utility Company, the Debtors will increase the Adequate Assurance Deposit by an amount equal to approximately 50% of the Debtors' estimated average monthly payment for each Additional Utility Company, unless such Additional Utility Company agrees in writing to a lesser amount or is paid in advance for Utility Services; *provided, further*, that no Additional Utility Company will be bound by the terms of this Final Order until such Additional Utility Company receives notice of this Final Order.

9. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Final 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.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

**Exhibit C**

**Utility Service List**

Utility Company	Service Location	Utility Service	Account Number(s)	Proposed Adequate Assurance
PACIFIC GAS & ELECTRIC (PG&E)	1815 ROLLINS RD, BURLINGAME, CA 94010	ELECTRICITY NATURAL GAS	7160486753-2 6080667191-7	\$15,407
CITY OF BURLINGAME	1815 ROLLINS RD, BURLINGAME, CA 94010	WATER & SEWER	53-433997 53-389982 533989	\$1,030
AT&T MOBILITY	1815 ROLLINS RD, BURLINGAME, CA 94010	DATA & TELECOMMUNICATIONS	287274785747 287250803202 287273869649	\$44,354
	1 WHITLEE CT., GREENVILLE, SC 29607			
RECOLOGY SAN MATEO COUNTY	1815 ROLLINS RD, BURLINGAME, CA 94010	WASTE DISPOSAL	A0100103739	\$4,251
SOUTHERN CALIFORNIA EDISON	383 CHERYL LN, CITY OF INDUSTRY, CA 91789	ELECTRICITY	8014941885 8014711944 800126476	\$12,255
THE GAS COMPANY (SOCALGAS)	383 CHERYL LN, CITY OF INDUSTRY, CA 91789	NATURAL GAS	700776059860	\$75
J2 CLOUD SERVICES LLC	1815 ROLLINS RD, BURLINGAME, CA 94010	DATA & TELECOMMUNICATIONS	64393	\$60
VERIZON WIRELESS	1815 ROLLINS RD, BURLINGAME, CA 94010	DATA & TELECOMMUNICATIONS	442003273-00001	\$798
U.S. TELEPACIFIC CORP.	383 CHERYL LN, CITY OF INDUSTRY, CA 91789	DATA & TELECOMMUNICATIONS	156988	\$2,424



Utility Company	Service Location	Utility Service	Account Number(s)	Proposed Adequate Assurance
VALLEY VISTA SERVICES	383 CHERYL LN, CITY OF INDUSTRY, CA 91789	WASTE DISPOSAL	402461	\$2,082
DUKE ENERGY	1 WHITLEE CT., GREENVILLE, SC 29607	ELECTRICITY	910032721602 910032721339 910032721058 910038121591	\$11,221
GREENVILLE WATER SYSTEM	1 WHITLEE CT., GREENVILLE, SC 29607	WATER & SEWER	0099981444 0002211685 000211680 2015062761	\$808
PIEDMONT NATURAL GAS	1 WHITLEE CT., GREENVILLE, SC 29607	NATURAL GAS	3003097218001 3003097218003	\$1,351
REPUBLIC SERVICES #744	1 WHITLEE CT., GREENVILLE, SC 29607	WASTE DISPOSAL	3-0744-0034206	\$2,032
COMMISSION OF PUBLIC WORKS, CITY OF GREER, SC	1605 POPLAR DR. EXT. GREER, SC 29651	ELECTRICITY WATER & SEWER NATURAL GAS	145-2913-01	\$7,662
WASTE MANAGEMENT OF SOUTH CAROLINA	1605 POPLAR DR. EXT. GREER, SC 29651	WASTE DISPOSAL	27-11142-73004 28-75875-73000	\$2,600
SPECTRUM BUSINESS	1605 POPLAR DR. EXT. GREER, SC 29651	DATA & TELECOMMUNICATIONS	8351-10-054-0199870 161525201	\$1,180
	1 WHITLEE CT., GREENVILLE, SC 29607			
ACC BUSINESS	1605 POPLAR DR. EXT. GREER, SC 29651	DATA & TELECOMMUNICATIONS	UNKNOWN	\$877

Utility Company	Service Location	Utility Service	Account Number(s)	Proposed Adequate Assurance
AT&T	1 WHITLEE CT., GREENVILLE, SC 29607	DATA & TELECOMMUNICATIONS	UNKNOWN	\$5,274
	1815 ROLLINS RD, BURLINGAME, CA 94010			
	2791 RESEARCH DRIVE, ROCHESTER HILLS, MI 48309			
CENTURYLINK, INC.	1 WHITLEE CT., GREENVILLE, SC 29607	DATA & TELECOMMUNICATIONS	UNKNOWN	\$8,096
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	1815 ROLLINS RD, BURLINGAME, CA 94010	DATA & TELECOMMUNICATIONS	UNKNOWN	\$1,035
GIGSKY, INC.	1815 ROLLINS RD, BURLINGAME, CA 94010	DATA & TELECOMMUNICATIONS	UNKNOWN	\$693
MISSION CLOUD SERVICES, INC.	1815 ROLLINS RD, BURLINGAME, CA 94010	DATA & TELECOMMUNICATIONS	UNKNOWN	\$7,523