

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. 865**

**SIXTEENTH OMNIBUS ORDER (I) AUTHORIZING  
THE DEBTORS TO REJECT CERTAIN EXECUTORY  
CONTRACTS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”) of the Debtors<sup>2</sup> for entry of an order (this “Order”), pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, (i) authorizing the Debtors to reject the Transit Contracts set forth on **Exhibit 1** to this Order, effective as of January 11, 2024 and (ii) granting related relief, all as more fully set forth in the Motion; 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 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

<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 (1379); 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.



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. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Transit Contracts are hereby rejected by the Debtors, with such rejection being effective as of January 11, 2024 (the “Rejection Effective Date”).
3. Nothing herein shall prejudice any party’s rights to assert that any of the Transit Contracts is not, in fact, executory within the meaning of section 365 of the Bankruptcy Code.
4. Pursuant to this Court’s *Order Establishing Bar Dates for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 187], any person that holds a claim that arises from the Transit Contracts must file a proof of claim based on the rejection of the applicable Transit Contract within thirty (30) days following the entry of this Order.
5. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) 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; (ii) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (iii) a promise or requirement to pay any claim; (iv) 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; (v) 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; (vi) 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 (vii) 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.

6. The rights of the Debtors and their estates to assert that any Transit Contract rejected hereby expired by its own terms or was terminated prior to the Rejection Effective Date are fully preserved, and the Debtors and their estates do not waive any claims that they may have against the counterparties to the Transit Contracts, whether or not such claims arise under, are related to the rejection of, or are independent of, the Transit Contracts.

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

8. The requirements of Bankruptcy Rule 6006 are satisfied.

9. The Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted in this Order.

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

**Dated: February 7th, 2024**  
**Wilmington, Delaware**

  
**BRENDAN L. SHANNON**  
**UNITED STATES BANKRUPTCY JUDGE**

**Exhibit 1**

Rejected Executory Contracts

	Debtor Party	Counterparty & Address	Contract Description
1.	Proterra Operating Company, Inc.	Michelin North America, Inc. 2440 Hwy 39 Mountville, SC 29370	Open PO (799304)
2.	Proterra Operating Company, Inc.	Michelin North America, Inc. 2440 Hwy 39 Mountville, SC 29370	Open PO (801205)
3.	Proterra Operating Company, Inc.	Michelin North America, Inc. 2440 Hwy 39 Mountville, SC 29370	Open PO (803227)
4.	Proterra Operating Company, Inc.	Micro Precision Calibration, Inc. 22835 Industrial Place Grass Valley, CA 95949	Open PO (787746)
5.	Proterra Operating Company, Inc.	Micro Precision Calibration, Inc. 22835 Industrial Place Grass Valley, CA 95949	Open PO (792883)
6.	Proterra Operating Company, Inc.	Micro Precision Calibration, Inc. 22835 Industrial Place Grass Valley, CA 95949	Open PO (794617)
7.	Proterra Operating Company, Inc.	Micro Precision Calibration, Inc. 22835 Industrial Place Grass Valley, CA 95949	Open PO (807116)
8.	Proterra Operating Company, Inc.	Micro Precision Calibration, Inc. 22835 Industrial Place Grass Valley, CA 95949	Open PO (811864)
9.	Proterra Operating Company, Inc.	Micro Precision Calibration, Inc. 22835 Industrial Place Grass Valley, CA 95949	Open PO (812678)
10.	Proterra Operating Company, Inc.	Micro Precision Calibration, Inc. 22835 Industrial Place Grass Valley, CA 95949	Open PO (816925)
11.	Proterra Operating Company, Inc.	Miguel Angel Salazar Govea d/b/a S1 Cleaning 18411 Valley Blvd, Spa 48 Bloomington, CA 92316	Open PO (817034)
12.	Proterra Operating Company, Inc.	Misumi USA Inc 1475 E Woodfield Rd Suite 1300 Schaumburg, IL 60173	Open PO (825991)

	Debtor Party	Counterparty & Address	Contract Description
13.	Proterra Operating Company, Inc.	Mitsui & Co Ltd 1-3 Marunouchi 1-Chome Chiyoda-ku Japan 100-8631 Japan	Mitsui/Proterra Summary of Terms dated September 27, 2018
14.	Proterra Operating Company, Inc.	Mitsui & Co Ltd 1-3 Marunouchi 1-Chome Chiyoda-ku Japan 100-8631 Japan	Framework Joint Development Agreement dated March 29, 2019
15.	Proterra Operating Company, Inc.	Mitsui & Co Ltd 1-3 Marunouchi 1-Chome Chiyoda-ku Japan 100-8631 Japan	Letter - Guaranty of Certain Obligations under the Master Agreement dated March 29, 2019
16.	Proterra Operating Company, Inc.	Mobile Communications America, Inc. 100 Dunbar Street, Suite 304 Spartanburg, SC 29306	Open PO (755048)
17.	Proterra Operating Company, Inc.	Mobile Communications America, Inc. 100 Dunbar Street, Suite 304 Spartanburg, SC 29306	Open PO (770513)
18.	Proterra Operating Company, Inc.	Mobile Communications America, Inc. 100 Dunbar Street, Suite 304 Spartanburg, SC 29306	Open PO (774098)
19.	Proterra Operating Company, Inc.	Mobile Communications America, Inc. 100 Dunbar Street, Suite 304 Spartanburg, SC 29306	Open PO (780450)
20.	Proterra Operating Company, Inc.	Mobile Communications America, Inc. 100 Dunbar Street, Suite 304 Spartanburg, SC 29306	Open PO (803716)
21.	Proterra Operating Company, Inc.	Mobile Communications America, Inc. 100 Dunbar Street, Suite 304 Spartanburg, SC 29306	Open PO (804273)
22.	Proterra Operating Company, Inc.	Mobility Forefront LLC (wholly owned subsidiary of Mitsui & Co Ltd) Attention TKNDM 2-1, Otemachi 1-Chrome, Chiyoda-ku Tokyo 100-8631 Japan	Master Agreement effective date March 29, 2019 (Initial Term: 3rd Anniversary of Effective Date)

	Debtor Party	Counterparty & Address	Contract Description
23.	Proterra Operating Company, Inc.	Mobility Forefront LLC (wholly owned subsidiary of Mitsui & Co Ltd) Attention TKNDM 2-1, Otemachi 1-Chrome, Chiyoda-ku Tokyo 100-8631 Japan	Letter - Specified Battery IP under the Master Agreement (made part of the MA) - Exhibit A - Specified Battery IP dated March 29, 2019
24.	Proterra Operating Company, Inc.	Mobility Forefront LLC (wholly owned subsidiary of Mitsui & Co Ltd) Attention TKNDM 2-1, Otemachi 1-Chrome, Chiyoda-ku Tokyo 100-8631 Japan	Letter - Minimum Target Return under the Master Agreement (made part of the MA) - Exhibit A - MFF Model dated March 29, 2019
25.	Proterra Operating Company, Inc.	Modesto, City of 1609 8th St Modesto, CA 95354	Contract No. 2018-03 - Purchase and Sale of Five (5) 40 Foot Battery Electric Buses and Eight (8) Associated Charging Stations
26.	Proterra Operating Company, Inc.	Modine Manufacturing Company Godfrey Kahn, S.C. One East Main St, Ste 500 Madison, WI 53703	Open PO (SRG825550)
27.	Proterra Operating Company, Inc.	Montana, Associated Student of University of Montana University Center, Suite 104 Missoula, MT 59812-0072	Purchase and Sale of Two (2) 40 Foot Fast Charge Battery Electric Buses, Six (6) HV Battery Pack Battery Electric Buses and One (1) Associated Overhead Fast Charging Station
28.	Proterra Operating Company, Inc.	Montana, Associated Student of University of Montana HDR Engineering Inc University Center, Suite 104 Missoula, MT 59812-0072	Master Short Form Agreement for Professional Services - Engineering Services
29.	Proterra Operating Company, Inc.	Montgomery County Department of Transportation - Ride On Bus 101 Monroe St. 8th Floor Rockville, MD 20850	[Original K] (4) Electric Powered 35' Low-Floor Heavy Duty Transit Buses
30.	Proterra Operating Company, Inc.	Montgomery County Maryland Office of Procurement 16700 Crabbs Branch Way Rockville, MD 20855	Purchase Order (1105653)

	Debtor Party	Counterparty & Address	Contract Description
31.	Proterra Operating Company, Inc.	Moon Roof Corporation of America 28117 Groesbeck Highway Roseville, MI 48066	Open PO (756761)
32.	Proterra Operating Company, Inc.	Moore & Balliew Oil Company Inc. 2903 Rutherford Rd Taylors, SC 29687	Open PO (816705)
33.	Proterra Operating Company, Inc.	Motion Industries, Inc 2041 Saybrook Ave Los Angeles, CA 90040	Open PO (763832)
34.	Proterra Operating Company, Inc.	Motion Industries, Inc 2041 Saybrook Ave Los Angeles, CA 90040	Open PO (SRG825612)
35.	Proterra Operating Company, Inc.	Motorola Solutions Inc PO Box 404059 Atlanta, GA 30384	Open PO (752191)
36.	Proterra Operating Company, Inc.	Motorola Solutions Inc PO Box 404059 Atlanta, GA 30384	Open PO (761616)
37.	Proterra Operating Company, Inc.	Mountain Metropolitan Transit - Colorado Springs, City of 1015 Transit Dr Colorado Springs, CO 80903	Purchase Order No. 0000071933 - Battery Electric Bus Charger for 1190 Transit Drive 150kW Charger
38.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL824685)
39.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL824782)
40.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (SRG825317)
41.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (SRG825477)
42.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL825761)



	Debtor Party	Counterparty & Address	Contract Description
43.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL825832)
44.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL826248)
45.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (SRG826306)
46.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL826470)
47.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL826480)
48.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (826537)
49.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL826673)
50.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL826712)
51.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (761034)
52.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (786078)
53.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (799470)
54.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (806078)

	Debtor Party	Counterparty & Address	Contract Description
55.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (LAX813207)
56.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (LAX815606)
57.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL818445)
58.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL821225)
59.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL822175)
60.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL823509)
61.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL819558)
62.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL824717)
63.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL824770)
64.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL824855)
65.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL825380)
66.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL825393)

	Debtor Party	Counterparty & Address	Contract Description
67.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL825512)
68.	Proterra Operating Company, Inc.	Mouser Electronics PO Box 99319 Ft. Worth, TX 78199-0319	Open PO (GVL825892)
69.	Proterra Operating Company, Inc.	MSC Industrial Supply Co. PO Box 953635 Saint Louis, MO 63195-3635	Open PO (792474)
70.	Proterra Operating Company, Inc.	MSC Industrial Supply Co. PO Box 953635 Saint Louis, MO 63195-3635	Open PO (SRG824271)
71.	Proterra Operating Company, Inc.	MSI-Viking Gage, LLC PO Box 537 321 Tucapau Rd Duncan, SC 29334	Open PO (814984)
72.	Proterra Operating Company, Inc.	MTB Transit Solutions Inc. 8170 Lawson Road Milton, ON L9T 5C4 Canada	Open PO (791142)
73.	Proterra Operating Company, Inc.	MTB Transit Solutions Inc. 8170 Lawson Road Milton, ON L9T 5C4 Canada	Open PO (811878)
74.	Proterra Operating Company, Inc.	Mubea, Inc. PO Box 636331 Cincinnati, OH 45263	Open PO (804546)
75.	Proterra Operating Company, Inc.	Mubea, Inc. PO Box 636331 Cincinnati, OH 45263	Open PO (GVL808419)
76.	Proterra Operating Company, Inc.	Mubea, Inc. PO Box 636331 Cincinnati, OH 45263	Open PO (GVL811562)
77.	Proterra Operating Company, Inc.	Munaco Sealing Solutions 5 Ketron Court Greenville, SC 29607	Purchase Order Terms and Conditions

	Debtor Party	Counterparty & Address	Contract Description
78.	Proterra Operating Company, Inc.	Munaco Sealing Solutions, Inc. 5 Ketrion Court Greenville, SC 29607	Open PO (GVL811428)
79.	Proterra Operating Company, Inc.	N.F. Smith & Associates, L.P. 5306 Hollister Street Houston, TX 77040	Open PO (808248)
80.	Proterra Operating Company, Inc.	NAPA AUTO PARTS 1014 Laurens Rd. Greenville, SC 29607	Open PO (794695)
81.	Proterra Operating Company, Inc.	NAPA AUTO PARTS 1014 Laurens Rd. Greenville, SC 29607	Open PO (SRG810168)
82.	Proterra Operating Company, Inc.	NAPA AUTO PARTS 1014 Laurens Rd. Greenville, SC 29607	Open PO (SRG811836)
83.	Proterra Operating Company, Inc.	NAPA AUTO PARTS 1014 Laurens Rd. Greenville, SC 29607	Open PO (SRG812904)
84.	Proterra Operating Company, Inc.	NAPA AUTO PARTS 1014 Laurens Rd. Greenville, SC 29607	Open PO (SRG813540)
85.	Proterra Operating Company, Inc.	NAPA AUTO PARTS 1014 Laurens Rd. Greenville, SC 29607	Open PO (SRG815395)
86.	Proterra Operating Company, Inc.	NAPA AUTO PARTS 1014 Laurens Rd. Greenville, SC 29607	Open PO (SRG816804)
87.	Proterra Operating Company, Inc.	NAPA AUTO PARTS 1014 Laurens Rd. Greenville, SC 29607	Open PO (SRG818037)
88.	Proterra Operating Company, Inc.	NAPA AUTO PARTS 1014 Laurens Rd. Greenville, SC 29607	Open PO (SRG820979)
89.	Proterra Operating Company, Inc.	Nashville Metropolitan Transit Authority (MTA) 430 Myatt Drive Nashville, TN 37115	Contract No 2013389-C for Purchase of Electric Buses

	Debtor Party	Counterparty & Address	Contract Description
90.	Proterra Operating Company, Inc.	Nashville Metropolitan Transit Authority (MTA) 430 Myatt Drive Nashville, TN 37115	Contract No 2017798 for 35 Foot All-Electric Transit Vehicle
91.	Proterra Operating Company, Inc.	Nestle Waters North America dba ReadyRefresh by Nestle PO Box 856192 Louisville, KY 40285	Open PO (812161)
92.	Proterra Operating Company, Inc.	NetLink Inc. 206 Woods Lake Road Greenville, SC 29607	Open PO (814281)
93.	Proterra Operating Company, Inc.	Netvu Limited No. 1 Thellow Heath Park Northwich Road Antrobus, Cheshire CW9 6JB United Kingdom	Open PO (802246)
94.	Proterra Operating Company, Inc.	New York City Transit Authority 750 Zerega Avenue ATTN Mr. Gianfranco DiMeglio Bronx, NY 10473	Contract Modification No 1 Notice of Award
95.	Proterra Operating Company, Inc.	New York City Transit Authority_Interphase Electrical Corp 750 Zerega Avenue ATTN Mr. Gianfranco DiMeglio Bronx, NY 10473	Construction Agreement - Greensboro Transit Authority Electric Bus Charging Infrastructure - Phase IV (Overhead Blade Charger)
96.	Proterra Operating Company, Inc.	Newark Element 14 33190 Collection Center Drive Chicago, IL 60693-0331	Open PO (GVL824702)
97.	Proterra Operating Company, Inc.	Newark Element 14 33190 Collection Center Drive Chicago, IL 60693-0331	Open PO (787726)
98.	Proterra Operating Company, Inc.	Newark Element 14 33190 Collection Center Drive Chicago, IL 60693-0331	Open PO (798068)