

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

In re:)	
)	Chapter 11
PROTERRA INC, <i>et al.</i> , ¹)	
)	Case No. 23-11120 (BLS)
)	
Debtors.)	(Jointly Administered)
)	
)	Ref. Docket Nos. 943, 951 & 1039

**NOTICE OF FILING OF PLAN SUPPLEMENT FOR THE JOINT
CHAPTER 11 PLAN OF REORGANIZATION
FOR PROTERRA INC AND ITS DEBTOR AFFILIATE**

PLEASE TAKE NOTICE that on January 25, 2024, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order [Docket No. 951] (the “Disclosure Statement Order”), (a) authorizing Proterra Inc and its affiliated debtor (together, the “Debtors”), to solicit acceptances for the *Fourth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [Docket No. 1039] (as modified, amended, or supplemented from time to time, the “Plan”);² (b) approving the *Third Amended Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [Docket No. 943] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); (d) scheduling certain dates with respect thereto, and (e) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE that, the Debtors hereby file certain exhibits to the Plan consisting of the following, each of which shall be filed on the docket for this case:

Exhibit	Document ³
A	Distribution Trust Agreement
B	Schedule of Retained Causes of Action

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Proterra Inc (9565); and Proterra Operating Company, Inc. (8459). The location of the Debtors’ service address is: 500 Pennsylvania Avenue PO Box 2205 Greer, South Carolina 29652.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Disclosure Statement and the Plan, as applicable.

³ The exhibits set forth in the Plan Supplement remain subject to ongoing review and material revision in all respects.



C	Schedule of Assumed Executory Contracts and Unexpired Leases
D-1 – D-5	D-1: Amended and Restated Bylaws of Proterra Inc
	D-2: Amended and Restated Certificate of Incorporation of Proterra Inc
	D-3: Amended and Restated Bylaws of Proterra Operating Company, Inc.
	D-4: Amended and Restated Certificate of Incorporation of Proterra Operating Company, Inc.
	D-5: Section 1129(a)(D) Disclosures Regarding Directors and Officers
E	Restructuring Transactions Memorandum
F	Financial Projections
G-1 – G-2	Volvo Transition Services Agreements

PLEASE TAKE FURTHER NOTICE that the documents, schedules, and other information contained in this Plan Supplement are integral to and part of the Plan. These documents have not yet been approved by the Court. If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Court pursuant to the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to amend, modify, or supplement the Plan Supplement, and any of the documents contained therein, in accordance with the terms of the Plan. If material amendments or modifications are made to any of these documents, the Debtors will file a blackline with the Court prior to the Confirmation Hearing marked to reflect the same.

PLEASE TAKE FURTHER NOTICE THAT all votes to accept or reject the Plan must be **actually received** by the Debtors' Solicitation Agent at the Proterra Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA, 90245 by no later than **FEBRUARY 27, 2024 AT 4:00 PM (ET)**.

PLEASE TAKE FURTHER NOTICE that the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **March 5, 2024 at 10:00 AM (ET)**, before the Honorable Brendan L. Shannon, United States Bankruptcy Judge, 824 North Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801. **The Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Court.**

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to the Plan is **February 27, 2024 at 4:00 PM (ET)** (the "Plan Objection Deadline"). All objections to the relief sought at the Confirmation Hearing **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state with particularity the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; **and** (d) be filed with the Court (contemporaneously with a

proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

Debtors	Counsel to the Debtors
<p>Proterra Inc & Proterra Operating Company, Inc. 500 Pennsylvania Avenue PO Box 2205 Greer, South Carolina 29652</p>	<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019 Attn: Paul M. Basta, Robert A. Britton, and Michael J. Colarossi Email: pbasta@paulweiss.com, rbritton@paulweiss.com, mcolarossi@paulweiss.com</p> <p>- and -</p> <p>Young Conaway Stargatt & Taylor LLP Rodney Square 1000 North King Street Wilmington, DE 19801 Attn: Pauline K. Morgan, Andrew L. Magaziner, and Shella Borovinskaya Email: pmorgan@ycst.com, amagaziner@ycst.com, sborovinskaya@ycst.com</p>
The Official Committee of Unsecured Creditors	
<p>Lowenstein Sandler LLP 1251 Avenue of the Americas New York, New York 10019 Attn: Jeffrey Cohen, Eric S. Chafetz, and Jordana Renert Email: jcohen@lowenstein.com, echafetz@lowenstein.com, jrenert@lowenstein.com</p> <p>- and -</p> <p>Morris James LLP 500 Delaware Avenue, Suite 1500 Wilmington, DE 19801 Attn: Eric J. Monzo and Brya M. Keilson Email: emonzo@morrisjames.com, bkeilson@morrisjames.com</p>	
U.S. Trustee	
<p>Office of The United States Trustee 844 King Street, Suite 2207 Wilmington, Delaware 19801 Attn: Linda J. Casey</p>	

PLEASE TAKE FURTHER NOTICE that if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact the Debtors' Solicitation Agent by (a) writing to Proterra Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (b) calling the Debtors' restructuring hotline at (888) 251-3076 (USA or Canada, toll-free) or +1 (310) 751-2617 (International) or emailing via www.kccllc.net/proterra/inquiry; or (c) visiting the Debtors' restructuring website at <https://www.kccllc.net/proterra>. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: <https://www.deb.uscourts.gov>.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS CONTAINED IN ARTICLE IX OF THE PLAN. ARTICLE IX.C OF THE PLAN CONTAINS THIRD-PARTY RELEASES. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE SOLICITATION AGENT AS SPECIFIED ABOVE. PLEASE NOTE THAT THE SOLICITATION AGENT MAY NOT PROVIDE LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, PLEASE CONSULT WITH YOUR ATTORNEY.

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Dated: February 16, 2024
Wilmington, Delaware

Respectfully submitted,

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ Andrew L. Magaziner

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- and -

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*Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Distribution Trust Agreement

DISTRIBUTION TRUST AGREEMENT

Dated as of March [●], 2024

*Pursuant to the Fourth Amended Joint Chapter 11 Plan of
Reorganization for Proterra Inc
and its Debtor Affiliate*

DISTRIBUTION TRUST AGREEMENT

This Distribution Trust Agreement (this “**Trust Agreement**”), dated the date set forth on the signature page hereof and effective as of the Effective Date (defined below), is entered into pursuant to the *Fourth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* Docket No. 1039 (as may be further amended or modified, the “**Plan**”),¹ in Case No. 23-11120 (BLS) in the United States Bankruptcy Court for the District of Delaware (“**Bankruptcy Court**”) by the Trustee identified on the signature pages hereof (the “**Trustee**”).

RECITALS

WHEREAS, the Plan contemplates the creation of the Distribution Trust (the “**Distribution Trust**”);

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court on [●], 2024;

WHEREAS, pursuant to the Plan, as of the effective date of the Plan (the “**Effective Date**”) the Distribution Trust is established to provide for distributions of the Distribution Trust Assets to the Distribution Trust Beneficiaries (as defined below) in accordance with the Plan, the Confirmation Order, and this Trust Agreement;

WHEREAS, the Trustee shall administer the Distribution Trust in accordance with the terms of the Plan, the Confirmation Order, and this Trust Agreement;

WHEREAS, the Trustee shall conduct the Wind Down in a manner consistent with the Debtors’ obligations under the Purchase Agreements and that certain Plan Support Agreement, as

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, as applicable, and such definitions are also incorporated herein by reference.

applicable, including, for the avoidance of doubt, the provision of any services in connection with the transition of the Debtors' operations to any Purchaser (the "**Purchaser Transition Services**") in accordance with the applicable transition services agreement (each, a "**TSA**," and collectively, the "**TSAs**"); and

WHEREAS, pursuant to the Plan, the Distribution Trust is intended to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations or under applicable Internal Revenue Service ("**IRS**") guidelines, and a "grantor trust" for United States federal income tax purposes, pursuant to Sections 671 through 679 of the Internal Revenue Code (the "**IRC**"), with the Distribution Trust Beneficiaries treated as the grantors of the Distribution Trust, except with respect to any Disputed Ownership Fund pursuant to Section 5.3(c) hereof.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name. There is hereby created a trust known as the "Distribution Trust." The Trustee of the Distribution Trust may transact the business and affairs of the Distribution Trust in the name of the Distribution Trust, and references herein to the Distribution Trust shall include for all purposes the Trustee acting on behalf of the Distribution Trust and for the benefit of the Holders of Allowed Administrative Expense Claims (other than Professional Compensation Claims),² Allowed Priority Tax Claims, Allowed Other Secured Claims, and

² For the avoidance of doubt, Holders of Professional Compensation Claims shall be First Priority Distribution Trust Beneficiaries to the extent that funds held in the Professional Compensation Escrow Account are insufficient to satisfy the amount of accrued Professional Compensation Claims, entitling such Holders to Allowed Administrative Expense Claims for any such deficiencies in accordance with Article II.A.2 of the Plan.

Allowed Other Priority Claims, in each case, to the extent such Claims were Disputed as of the Effective Date and not otherwise Reinstated or otherwise assumed by the Reorganized Debtors, if any, until such Claims are paid in full (collectively, the “**First Priority Distribution Trust Beneficiaries**”) and to Holders of Allowed Class 5 General Unsecured Claims (the “**Second Priority Distribution Trust Beneficiaries**,” and together with the First Priority Distribution Trust Beneficiaries, the “**Distribution Trust Beneficiaries**”). It is the intention of the Trustee that the Distribution Trust qualify as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations and that this Trust Agreement constitute the governing instrument of the Distribution Trust, except with respect to any Disputed Ownership Fund.

1.2 Appointment of Trustee. The Trustee is hereby appointed as the Trustee of the Distribution Trust on the Effective Date and agrees to accept and liquidate the Distribution Trust Assets in trust on behalf of, and for the benefit of, the Distribution Trust Beneficiaries subject to the terms of the Plan, the Confirmation Order, and this Trust Agreement.

1.3 Purposes. The purposes of the Distribution Trust are to, in each case, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purposes of the Distribution Trust, in accordance with applicable Treasury Regulations:

- (a) receive the Distribution Trust Assets pursuant to the terms of the Plan and the Confirmation Order;
- (b) with the primary purpose of liquidating and distributing (as applicable) the assets transferred to it, hold, manage, protect, and, subject to Section 3.2 hereof, invest the Distribution Trust Assets, which includes any income or gain earned thereon and proceeds derived therefrom, and monetize any non-liquid Distribution Trust Assets, in accordance with the terms of

the Plan, the Confirmation Order and this Trust Agreement for the benefit of the Distribution Trust Beneficiaries;

(c) administer, reconcile, dispute, object to, compromise, or otherwise resolve all Disputed Claims to determine the ultimate amount and number of Allowed Claims;

(d) make distributions to Distribution Trust Beneficiaries in accordance with the Plan, Confirmation Order, and this Trust Agreement;

(e) endeavor to make timely distributions and not unduly prolong the duration of the Distribution Trust;

(f) administer the Wind Down (including, for the avoidance of doubt, provision of the Purchaser Transition Services);

(g) abandon, liquidate, and reduce to Cash any non-Cash Distribution Trust Assets;

(h) maximize recoveries for the benefit of the Distribution Trust Beneficiaries;

(i) qualify at all times as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund; and

(j) engage in any lawful activity that is appropriate, and in furtherance of, the purposes of the Distribution Trust to the extent consistent with the Plan, the Confirmation Order this Trust Agreement, and the TSAs.

1.4 Transfer of Assets. Pursuant to, and in accordance with Article IV.D of the Plan, the Distribution Trust has received, on the Effective Date, the Distribution Trust Assets to fund the Distribution Trust. The Distribution Trust Assets and any other assets to be transferred to the Distribution Trust under the Plan will be transferred to the Distribution Trust free and clear of any

liens, interests, encumbrances, or other claims by the Debtors, the Reorganized Debtors, the Wind Down Debtors, any creditor, or other entity including, but not limited to, the purchasers of any of the Debtors' assets. No other entity shall have any interest, legal, beneficial or otherwise, in the Distribution Trust Assets upon the assignment and transfer of such assets to the Distribution Trust except as set forth in this Trust Agreement.

1.5 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the Distribution Trust, the Distribution Trust hereby expressly accepts the transfer to the Distribution Trust of the Distribution Trust Assets in the time and manner as, and subject to the terms, contemplated in the Plan and Confirmation Order.

(b) In furtherance of the purposes of the Distribution Trust, except as otherwise provided in this Trust Agreement, the Plan, or Confirmation Order, the Distribution Trust shall have and retain any and all rights and defenses the Debtors had with respect to any Disputed Claims immediately before the Effective Date to the extent necessary to administer such Claims in accordance with this Trust Agreement, the Plan, and the Confirmation Order.

(c) Notwithstanding anything to the contrary herein, no provision herein shall be construed or implemented in a manner that would cause the Distribution Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund.

(d) In this Trust Agreement, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

1.6 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction over the Distribution Trust, provided, however, that the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the Distribution Trust.

ARTICLE II

POWERS, TRUST ADMINISTRATION, AND REPORTING

2.1 Powers.

(a) The Trustee shall, at all times, administer the Distribution Trust in accordance with the purposes set forth in Section 1.3 above, the Plan, and the Confirmation Order. Subject to the limitations set forth in this Trust Agreement, the Plan, and the Confirmation Order, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfill the purposes of the Distribution Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law, or as otherwise specified herein, or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court, including the Bankruptcy Court, in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited by the terms of this Trust Agreement, the Plan, or the Confirmation Order, the Trustee shall have the power to:

(i) receive, hold, preserve, and liquidate the Distribution Trust Assets and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the Distribution Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) act on behalf of the Distribution Trust, including having the right to effect all actions and execute all agreements, instruments and other documents, and exercise all rights and privileges previously held by the Debtors necessary or convenient to implement the provisions of the Plan, the Confirmation Order, and this Trust Agreement;

(iv) administer, oversee, and take any and all actions necessary to effect the Wind Down (including, for the avoidance of doubt, the performance and receipt of any Purchaser Transition Services) in consultation with the Second Lien Agent as soon as reasonably practicable following the Effective Date, and, in connection therewith, the Debtors shall use commercially reasonable efforts to provide to the Distribution Trust copies of all books, records, and files of the Debtors in the Debtors' possession and control as of the Plan Effective Date, and the Distribution Trust may provide for the retention and storage of such copies until such time as the Trustee determines that retention of the same is no longer necessary or required; *provided* that, for the avoidance of doubt, the Reorganized Debtors shall be entitled to retain original copies of all books, records, and files of the Debtors as of the Effective Date;

(v) exercise any rights of the Distribution Trust under any applicable TSA, including with respect to requesting information from a Purchaser;

(vi) with respect to any Distribution Trust Assets, exercise in a manner not inconsistent with the Plan, the Confirmation Order, and this Trust Agreement, all power and authority that may be, or could have been, exercised in compliance with Revenue Procedure 94-45, commence or continue all proceedings (including any Retained Causes of Action transferred to the Distribution Trust) that may be or could have been, commenced or continued and take all actions that may be or could have been taken by any member, officer, director or shareholder of each Debtor with like effect as if authorized, exercised and taken by unanimous

action of such officers, directors and shareholders, including, without limitation, the dissolution of each Wind Down Debtor (but excluding, for the avoidance of doubt, any Cause of Action that (A) has been transferred to a Purchaser or released, waived, barred or enjoined in connection with a Sale, (B) is released, waived, barred or enjoined pursuant to Article IX of the Plan, or (C) is retained by or transferred to the Reorganized Debtors in accordance with the Schedule of Retained Causes of Action);

(vii) manage, monitor, and enforce all of the Wind Down Debtors' and the Estates' rights, and interests under the Plan, the Confirmation Order, and this Trust Agreement, and other agreements of the Debtors, including the TSAs, and any other orders of the Bankruptcy Court;

(viii) establish, maintain, and adjust such operating, reserve, and trust account(s) as are necessary and appropriate to carry out the terms of this Trust Agreement, the Plan, and the Confirmation Order, including administering the Distribution Trust Expense Reserve, and to authorize and make disbursements from the Distribution Trust Expense Reserve or the Distribution Trust Assets, including disbursements necessary or appropriate in connection with the Wind Down, in each case, in accordance with the Plan and this Trust Agreement;

(ix) administer or take action in connection with the administration of the Self-Insured Reserve Account for the benefit of Holders of Health Insurance Claims, which Holders shall, for the avoidance of doubt, be beneficiaries of the Distribution Trust until paid in full;

(x) authorize and make, through the Disbursing Agent, to the extent one is retained, distributions to Holders of Allowed Claims in accordance with the Plan and the Confirmation Order, including distributions from the Professional Compensation Escrow Account

on account of Professional Compensation Claims in accordance with the Plan and the Confirmation Order, except for distributions made by the Debtors in Cash on the Effective Date pursuant to the terms of the Plan and the Confirmation Order;

(xi) authorize and make, through the Disbursing Agent, to the extent one is retained, distributions to the Distribution Trust Beneficiaries provided for or contemplated under the Plan or this Trust Agreement;

(xii) in the Trustee's sole discretion, reconcile, object to, compromise, and settle any Disputed Claims, and sue and participate, as a party or otherwise, in any judicial administrative, arbitral or other proceeding, as required to reconcile, administer, or defend against the Disputed Claims, without supervision or approval of the Bankruptcy Court, free of any restriction of the Bankruptcy Code, the Bankruptcy Rules, and the guidelines and requirements of the U.S. Trustee, other than those restrictions expressly imposed by the Plan, the Confirmation Order, or this Trust Agreement;

(xiii) make decisions, without further Bankruptcy Court approval, regarding the retention or engagement of professionals, employees and consultants by the Distribution Trust and the Trustee, including, but not limited to, those professionals previously retained by the Committee, and to pay the fees and charges incurred by the Trustee on the Distribution Trust's behalf on or after the Effective Date for professionals (including those retained by the Trustee), disbursements, expenses or related support services relating to the Distribution Trust, in each case from the Distribution Trust Expense Reserve;

(xiv) file, if necessary, any and all tax and information returns required with respect to the Distribution Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) or otherwise, make tax elections by and on behalf of the Distribution Trust, pay taxes,

if any, payable by the Distribution Trust, and represent the interest and account of the Distribution Trust before any taxing authority in all matters including, without limitation, any dispute, action, suit, proceeding, or audit;

(xv) complete and file all final or otherwise required federal, state, and local tax returns for the Debtors and Wind Down Debtors;

(xvi) take all other actions not inconsistent with the provisions of the Plan, the Confirmation Order, and this Trust Agreement that the Trustee deems reasonably necessary or desirable with respect to administering the Plan and Distribution Trust, including, but not limited to, the Wind Down, the Distribution Trust Expense Reserve, the Professional Compensation Escrow Account, and the Self-Insured Reserve Account;

(xvii) implement and/or enforce all provisions of the Plan and Confirmation Order, including entering into any agreement or executing any document required by, or consistent with, the Plan, the Confirmation Order, or this Trust Agreement;

(xviii) abandon in the reasonable business judgment of the Trustee and in any commercially reasonable manner, including through donation to a charitable organization of its choice, any Distribution Trust Asset; *provided, however*, that such charitable organization shall not have any connection to the Trustee or to the Debtors;

(xix) prosecute, dismiss, and/or settle any Retained Causes of Action assigned to the Distribution Trust, with or without approval of the Bankruptcy Court, and exercise, participate in, or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction and participate as a party or otherwise in any administrative, arbitral or other nonjudicial proceeding, and pursue to settlement or judgment of such Retained Causes of Action;

(xx) purchase or create and carry all insurance policies and pay all insurance premiums and costs the Trustee deems necessary or advisable;

(xxi) collect and liquidate and/or distribute all Distribution Trust Assets pursuant to the Plan, the Confirmation Order and this Trust Agreement;

(xxii) hold any legal title to any and all of the Distribution Trust Assets;

(xxiii) if any of the Distribution Trust Assets are situated in any state or other jurisdiction in which the Trustee is not qualified to act as trustee: (A) nominate and appoint a Person duly qualified to act as trustee in each such state or jurisdiction and require from each such trustee such security as may be designated by the Trustee in his or her sole discretion; (B) confer upon such trustee all the rights, powers, privileges and duties of the Trustee hereunder, subject to the conditions and limitations of this Trust Agreement, the Plan, and the Confirmation Order, except as modified or limited by the Trustee and except where the conditions and limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or jurisdiction in which the trustee is acting shall prevail to the extent necessary); (C) require such trustee to be answerable to the Trustee for all monies, assets and other property that may be received in connection with the administration of such property; and (D) remove such trustee, with or without cause, and appoint a successor trustee at any time by the execution by the Trustee of a written instrument declaring such trustee removed from office, and specifying the effective date and time of removal;

(xxiv) obtain and receive the proceeds or other benefits of any and all Insurance Contracts of the Debtors providing coverage with respect to Retained Causes of Action assigned to the Distribution Trust;

(xxv) undertake all administrative functions of the Chapter 11 Cases, including the payment of Statutory Fees and the ultimate closing of the Chapter 11 Cases; and

(xxvi) exercise such other powers as may be vested in or assumed by the Trustee pursuant to the Plan, this Trust Agreement, the Confirmation Order, other orders of the Bankruptcy Court, or as may be necessary and proper to carry out the provisions of the Plan and the Confirmation Order;

(xxvii) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the Distribution Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement, the Plan, or the Confirmation Order; and

(xxviii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, representatives, and any other parties. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below.

(d) The Distribution Trust shall not have the power to guarantee any debt of other persons.

2.2 General Administration.

(a) The Trustee shall act in accordance with the Plan, the Confirmation Order, and this Trust Agreement. In the event of any inconsistency between the Plan (without reference

to this Trust Agreement) and this Trust Agreement, the terms of this Trust Agreement shall control (unless stated otherwise in this Trust Agreement or in the Confirmation Order).

(b) The Trustee shall (i) timely file such tax returns and pay any taxes imposed on the Distribution Trust in accordance with Section 5.3 hereof, (ii) comply with all applicable reporting and withholding obligations in accordance with Section 5.4 hereof, (iii) satisfy all requirements necessary to qualify and maintain qualification of the Distribution Trust as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund, and (iv) take no action that could cause the Distribution Trust to fail to qualify as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund.

(c) Other than the obligations of the Trustee specifically set forth in this Trust Agreement, the Plan, or the Confirmation Order, the Trustee shall have no obligations of any kind or nature with respect to his position as such.

2.3 Reporting.

(a) The Trustee shall timely prepare, file and distribute such statements, reports and submissions to the extent required by applicable law.

(b) The Trustee shall file with the Bankruptcy Court quarterly reports when they become due, in a form reasonably acceptable to the U.S. Trustee, which reports shall include a separate schedule of disbursements made by the Distribution Trust on behalf of the Debtors during the applicable period, attested to by the Trustee or an authorized representative of the Trustee, as applicable.

(c) The Trustee or its appointed Disbursing Agent shall remit, on behalf of each Debtor, all Statutory Fees, from the Distribution Trust Expense Reserve to the U.S. Trustee, and

such obligation shall continue until such time as the applicable Debtor's Chapter 11 Case is closed in accordance with the terms set forth herein, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

(d) Pursuant to Section 5.3(a) hereof, within a reasonable time following the end of the taxable year, the Trust shall send to each Distribution Trust Beneficiary a separate statement setting forth such Distribution Trust Beneficiary's items of income, gain, loss, deduction or credit and will instruct each such Distribution Trust Beneficiary to report such items on his/her applicable income tax return.

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts.

(a) The Trustee shall maintain one or more accounts (the "**Trust Accounts**") on behalf of the Distribution Trust with one or more financial depository institutions (each a "**Financial Institution**").

(b) Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in, or relationship with, the Reorganized Debtors or their Affiliates, if applicable. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(c) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(b) above.

(d) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the Distribution Trust Beneficiaries and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as Distribution Trust Assets, and except as specifically designated as such in accordance with the provisions of Section 5.3(c) below, are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” or a “disputed ownership fund” within the meaning of the IRC or applicable Treasury Regulations.

3.2 Investment Guidelines.

(a) The Trustee may invest the Trust Assets, provided, however, that the scope of any investment shall be limited to include only those investments permitted to be made by a “liquidating trust” within the meaning of section 301.7701-4(d) of the Treasury Regulations or under applicable IRS guidelines, whether set forth in IRS rulings, revenue procedures (including Section 3.09 of Revenue Procedure 94-45), other IRS pronouncements, or otherwise.

(b) In the event the Distribution Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Plan, the Confirmation Order, and this Trust Agreement. This Section 3.2(b) is intended to modify the application to the Distribution Trust of the “prudent person” rule, “prudent investor” rule and any other rule of law that would require the Trustee to diversify the Distribution Trust Assets.

(c) Cash proceeds received by the Distribution Trust in connection with its monetization of the non-liquid Distribution Trust Assets shall be invested in accordance with this Section 3.2 until needed for the purposes of the Distribution Trust as set forth in Section 1.3 above.

3.3 Payment of Operating Expenses. All operating expenses of the Distribution Trust, including the fees and expenses of the Trustee and other professionals retained on behalf of the Distribution Trust, shall be paid from the Distribution Trust Expense Reserve, as provided in the Plan, the Confirmation Order, and this Trust Agreement. None of the Trustee, the Distribution Trust Beneficiaries, nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any operating expense or other liability of the Distribution Trust. Except as expressly set forth in the Plan, none of the Debtors, Wind Down Debtors, or Reorganized Debtors, as applicable, nor any of their officers, agents, advisors, professionals or employees shall be liable for the payment of any operating expense or other liability of the Distribution Trust or the Trustee. To the extent that the Trustee determines that the Distribution Trust Expense Reserve is likely to incur a cash shortfall prior to the termination and winding up of the Distribution Trust, the Trustee may, in its business judgment, replenish the Distribution Trust Expense Reserve from the Distribution Trust Assets.

3.4 Distributions to Distribution Trust Beneficiaries.

(a) The Trustee will make distributions to Distribution Trust Beneficiaries in a fair, consistent and equitable manner in accordance with this Trust Agreement, the Plan and the Confirmation Order.

(b) With respect to Distributions for which the Trustee is the Disbursing Agent in accordance with Article VI.B of the Plan, except where the Plan requires the making of a Distribution on account of a particular Allowed Claim within a particular time, the Trustee shall have the authority to select Distribution Dates that, in the judgment of the Trustee, provide Holders

of Allowed Claims with payments as quickly as reasonably practicable while limiting the costs incurred in the distribution process.

(c) Subject to Article VI of the Plan, the Trustee shall distribute the Distribution Trust Assets or their proceeds (as applicable) to the Distribution Trust Beneficiaries on each Distribution Date in accordance with the terms and conditions of the Trust Agreement, the Plan, and the Confirmation Order, and in accordance with the following distribution waterfall:

(i) *First*, to the Holders of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Other Secured Claims, and Allowed Other Priority Claims, in each case, to the extent such Claims were Disputed as of the Effective Date, until such Allowed Claims are paid in full; and

(ii) *Second*, subject to retaining Cash as set forth in Article VI.C.2 of the Plan, to the Second Priority Distribution Trust Beneficiaries.

(d) Subject to retaining Cash as set forth in Article VI.C.2 of the Plan, the Trustee shall distribute to the Holders of Allowed Claims on account of their Distribution Trust Interests on a semi-annual basis, or with such other frequency as the Trustee determines in the exercise of its business judgment, Cash representing its net Cash income plus all net Cash proceeds from the sale of its assets (including any Cash received from the Debtors), and treating any

permissible investment as Cash for purposes of this Section 3.4, less such amounts that may be reasonably necessary to:

(i) meet contingent liabilities and to maintain the value of the Distribution Trust Assets during liquidation;

(ii) pay reasonably incurred or anticipated expenses (including, without limitation, any taxes imposed on, or payable by, the Debtors or the Distribution Trust or in respect of the Distribution Trust Assets); or

(iii) satisfy other liabilities incurred or anticipated by the Distribution Trust in accordance with the Plan, the Confirmation Order, or this Trust Agreement; *provided, however*, that the Trustee shall not be required to make a Distribution pursuant to this Section 3.4 if the Trustee determines that the expense associated with making the Distribution would likely utilize a substantial portion of the amount to be distributed, thus making the Distribution impracticable.

(e) The Trustee may be the Disbursing Agent (provided that the Trustee may hire professionals or consultants to assist with making disbursements or to act as the Disbursing Agent, and any references herein to the Trustee as the Disbursing Agent shall be deemed to apply to any such agents of the Trustee, as applicable) and shall cause all distributions to be made to Holders of Claims after the Effective Date. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

(f) The Disbursing Agent shall be empowered to: (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan, the Confirmation Order, and this Trust Agreement; (ii) make all distributions

contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, the Confirmation Order, and this Trust Agreement, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof and of the Plan.

(g) On and after the Effective Date, no Distributions to the Second Priority Distribution Trust Beneficiaries shall be made (i) prior to the Administrative Claims Bar Date, or (ii) after the Administrative Claims Bar Date which would, after giving effect to such Distributions, result in the Distribution Trust Assets being less than the Disputed Claims Reserve Amount.

(h) The Disbursing Agent shall remit to each First Priority Distribution Trust Beneficiary, pursuant to Article VI.C.3 of the Plan, on the first Distribution Date to occur that is at least thirty (30) days (or such fewer days as may be established by the Trustee in its sole discretion) after the date on which such First Priority Distribution Trust Beneficiary's Claim is Allowed, any Distributions to which such First Priority Distribution Trust Beneficiary would have been entitled under this Plan on account of its Claim had such Claim been Allowed as of the Effective Date.

(i) Subject to Article VI.C.2 of the Plan, on each Distribution Date, the Disbursing Agent shall make Distributions of the Trust Assets to the Second Priority Distribution Trust Beneficiaries.

(j) With respect to Holders of Disputed Class 5 General Unsecured Claims, upon any such Disputed Class 5 General Unsecured Claim becoming an Allowed Claim, the Holder of such Allowed Claim shall be deemed to be a Second Priority Distribution Trust

Beneficiary. On the first Distribution Date that is at least thirty (30) days (or such fewer days as may be established by the Trustee in its sole discretion) after the date on which a Holder of a Disputed Class 5 General Unsecured Claim becomes a Second Priority Distribution Trust Beneficiary, the Disbursing Agent shall remit to the Holder of such Allowed Claim any Distributions such Holder would have been entitled to under the Plan, the Confirmation Order, and this Trust Agreement had such Holder been a Second Priority Distribution Trust Beneficiary as of the Effective Date.

(k) The Distribution Trust may withhold or deduct from amounts distributable to any Person or Entity any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including, without limitation, tax withholding in accordance with Section 5.4 below).

(l) With respect to any Distribution Trust Assets which are undistributable in accordance with this Section 3.4 as of the termination of the Distribution Trust: (i) such amounts shall revert to the Distribution Trust (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary); (ii) the applicable Distribution Trust Beneficiary's claim with respect to such undistributable amounts shall be released, settled, compromised and forever barred; and (iii) the undistributable amounts shall be deemed to be Distribution Trust Assets to be distributed pursuant to the terms of the Plan, this Trust Agreement, and the Confirmation Order.

(m) Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution. Notwithstanding anything to the

contrary contained in the Plan, neither the Debtors, prior to the Effective Date, nor the Trustee thereafter, shall be required to distribute, and neither shall distribute, Cash or other property to the Holder of any Allowed Claim if the amount of Cash or other property to be distributed on account of such Claim is less than \$50. Any Holder of an Allowed Claim on account of which the amount of Cash or other property to be distributed is less than \$50, and only when such distribution is the final distribution, shall be forever barred from asserting such Claim against the Debtors, the Estates, the property of the Debtors or the Distribution Trust, or the Trustee.

(n) In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has been advised of the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days after the date any such undeliverable distribution was attempted to be made without further order of the Bankruptcy Court. For the avoidance of doubt, nothing contained herein shall require the Disbursing Agent to attempt to locate a new address for any such Holder. After such date, all unclaimed property or interests in property shall revert to the Distribution Trust as Distribution Trust Assets (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred without further order of the Bankruptcy Court.

(o) Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) calendar days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Trustee by

the Distribution Trust Beneficiary to whom such check was originally issued within ninety (90) calendar days after the date of issuance. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the issuance of such check shall have its Claim for such un-negotiated check discharged and shall be discharged and forever barred, estopped, and enjoined from asserting any such Claim against the Estates without further order of the Bankruptcy Court. In such cases, any Cash held for payment on account of such Claims shall be Distribution Trust Assets, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Disbursing Agent to attempt to locate any Holder of an Allowed Claim.

(p) Cash payments to foreign Distribution Trust Beneficiaries may be made, at the option of the Trustee, in such funds and by such means as are necessary or customary in the foreign jurisdiction of such foreign holder.

(q) The Trustee shall have the sole discretion to select Distribution Dates in the most efficient and cost-effective manner possible; *provided, however*, that the Trustee's discretion may not be exercised in a manner inconsistent with any express requirements of the Plan, the Confirmation Order, and this Trust Agreement; *provided, further*, that except as otherwise provided in a Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in The Wall Street Journal (National Edition), on the Effective Date.

(r) After the Final Distribution has been made in accordance with the Plan, the Confirmation Order and this Trust Agreement, and adequate provision has been made for all final obligations of the Distribution Trust, the Trustee shall have the authority to direct the

remaining Distribution Trust Assets to a tax-exempt organization as selected by the Trustee in his or her discretion.

ARTICLE IV

TRUSTEE

4.1 Number. There shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 Terms of Service.

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the Distribution Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time upon written notice with such notice being filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the Bankruptcy Court in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard prior to such removal. Other good cause shall mean (i) fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony, in each case whether or not connected to the Distribution Trust, or (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the Bankruptcy Court.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further action. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the Distribution Trust pursuant to Section 6.2 below.

4.3 Compensation and Expenses of the Trustee.

(a) The Trustee and his or her agents shall be entitled to receive reasonable compensation for services rendered on behalf of the Distribution Trust, which shall be billed at such individual's rates as further described on Exhibit A, *provided, however*, that compensation of any successor Trustee may be different from the terms provided herein and in any event shall be approved by the Bankruptcy Court prior to the retention of any subsequent Trustee. [Subject to the Plan, Confirmation Order, and this Trust Agreement, the Trustee shall be employed and

compensated on a monthly basis at \$[25,000] for the first 6 months of the Distribution Trust's existence, and then \$[18,000] per month going forward.]

(b) The Trustee shall be compensated pursuant to the terms of this Trust Agreement. Any professionals retained by the Trustee shall be entitled to reasonable compensation for services rendered and reimbursement of expenses incurred, subject to approval by the Trustee. The payment of fees and expenses of the Trustee and its professionals shall be made in the ordinary course of business from the Distribution Trust Expense Reserve and shall not be subject to Bankruptcy Court approval. As of the Effective Date, the Distribution Trust Expense Reserve shall be \$10,000,000.

(c) The Distribution Trust will reimburse the Trustee for fees and expenses incurred prior to the Effective Date in connection with reviewing this Trust Agreement and effectuating a timely, orderly, and efficient transition of duties and obligations to the Trustee as of the Effective Date (such amount not to exceed \$[50,000]), which shall be paid promptly after the Effective Date.

4.4 Standard of Care; Exculpation.

(a) As used herein, the term "**Trust Indemnified Party**" shall mean each of (i) the Trustee, and (ii) the officers, employees, consultants, advisors, attorneys, and agents of each of the Distribution Trust and the Trustee.

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the Distribution Trust, except those acts found by a final order of a court of competent jurisdiction ("**Final Order**") to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement

for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Distribution Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of, or due to, the implementation or administration of the Plan, the Confirmation Order, or this Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Distribution Trust Assets.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Distribution Trust or the Distribution Trust Beneficiaries, it is hereby understood and agreed by the Parties that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; *provided, however*, that with respect to the Trust Indemnified Parties the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

(d) The Distribution Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

4.5 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of, or affording protection to, Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the Distribution Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. Any successor Trustee shall succeed to, and hold the same respective rights and benefits of, the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own willful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds, or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the Distribution Trust, the Trust Indemnified Parties (i) may act directly or through their respective agents, advisors, or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult

with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 Indemnification.

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs, but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Distribution Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of, or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Distribution Trust Assets.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitral, from which they are indemnified by the Distribution Trust shall be paid by the Distribution Trust from the Distribution Trust Expense Reserve (or the Distribution Trust Assets, if such reserve is insufficient) in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the

Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Distribution Trust. The Trustee may, in his or her discretion, authorize an advance of reasonable expenses, costs and fees (including attorneys' fees and costs) to be incurred by or on behalf of the Trust Indemnified Parties, as set forth herein.

(c) The Trustee is authorized, but not required, to purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, in his or her sole discretion, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 Trustee Independence. The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as an officer or as any other professional for the Reorganized Debtors or any of the purchasers of the Debtors' assets. The Trustee shall also not act as an attorney, agent, or other professional for any Distribution Trust Beneficiary.

4.8 No Bond. The Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court or the Trustee decides, in his or her sole discretion, that such bond is in the best interests of the Distribution Trust.

4.9 Burden of Proof. In any proceeding brought by any of the Debtors, or any other person who is bound by this Trust Agreement challenging any action, determination or failure to act of the Trustee in discharge of his or her duties under this Trust Agreement on the basis that such action, determination or failure constitutes gross negligence, willful misconduct or fraud, the person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act constituted gross negligence, willful misconduct, or fraud. Notwithstanding anything to the contrary in this Trust Agreement or any duty otherwise existing at law or equity, each determination, action or failure to act of the Trustee in the discharge of his or her duties under this Trust Agreement is, to the extent consistent with this Trust Agreement, hereby deemed to not constitute a breach of this Trust Agreement or any duty hereunder or existing at law, in equity or otherwise.

4.10 Reliance by the Trustee. The Trustee may absolutely rely, and shall be fully protected in acting or refraining from acting if he or she relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that he or she has no reasonable belief to be other than genuine and to have been signed

or presented other than by the proper party or parties or, in the case of facsimile or e-mail transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy his or herself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, willful misconduct, or fraud in respect of the Trustee's duties as found by a Final Order, or material breach of this Trust Agreement, the Trustee may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Trustee shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Trust Agreement, the Plan, the Confirmation Order, or any other document executed in connection therewith, and the Trustee shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

4.11 Books and Records. The Trustee shall be free, in his or her discretion to abandon, destroy or otherwise dispose of any books and records or copies thereof in his possession that the Trustee deems not necessary for the continued administration of the Plan, the Confirmation Order, and Distribution Trust and not required to be retained under applicable law, without the need for any order of the Bankruptcy Court, and shall have no liability for same. This notice provision shall not create any right by any third party to access to privileged or confidential information held by the Distribution Trust.

4.12 Privilege.

(a) Subject to the terms of the Plan and the Confirmation Order, all of the Debtors' privileges (the "**Privileges**"), including, but not limited to, corporate privileges, confidential information, work product protections, attorney-client privileges, and other immunities or

protections (the “**Transferred Privileges**”), shall be transferred, assigned and delivered to the Distribution Trust, without waiver, limitation or release, and shall vest with the Distribution Trust on the Effective Date and be jointly held by the Reorganized Debtors and the Distribution Trust on and after the Effective Date; *provided, however*, that notwithstanding the foregoing, Transferred Privileges do not include Privileges relating in any way to any rights, claims, or Causes of Action sold to any Purchaser or released under the Plan.

(b) Notwithstanding anything herein to the contrary, the Distribution Trust and the Reorganized Debtors shall each hold and be the beneficiary of all Transferred Privileges and entitled to assert all Transferred Privileges. No Privilege shall be waived by disclosures to the Trustee of the Debtors’ documents, information or communications subject to any privilege, protection or immunity or protections from disclosure jointly held by the Debtors and the Distribution Trust.

(c) The Trustee shall have until two (2) years after the Effective Date to request documents or information subject to the Transferred Privileges (each an “**Information Request**”); *provided, however*, that with respect to any action involving Transferred Privileges filed on or before two (2) years after the Effective Date, the Trustee may make an Information Request subject to the Transferred Privileges involved in such action until the final resolution of such action, including any appeals.

ARTICLE V

TAX MATTERS

5.1 Treatment of Trust Assets Transfer. For all United States federal income tax purposes (and, to the extent permitted, for state and local income tax purposes), all Parties shall treat the transfer of the Distribution Trust Assets to the Distribution Trust as (a) a transfer of the

Distribution Trust Assets (subject to any obligations related to those assets) directly to the Distribution Trust Beneficiaries, followed by (b) the transfer by such Distribution Trust Beneficiaries of such Distribution Trust Assets to the Distribution Trust in exchange for Distribution Trust Interests (other than the Distribution Trust Assets allocable to Disputed Claims and held as a “disputed ownership fund” within the meaning of Section 1.468B-9 of the Treasury Regulations (“**Disputed Ownership Fund**”)). Accordingly, the Distribution Trust Beneficiaries shall be treated for United States federal income tax purposes (and, to the extent permitted, for state and local income tax purposes) as the grantors within the meaning of Section 677 of the IRC and deemed owners of their respective shares of the Distribution Trust Assets (other than the Distribution Trust Assets allocable to the Disputed Ownership Fund).

5.2 Income Tax Status.

(a) For United States federal income tax purposes (and for purposes of all state, local and other jurisdictions to the extent applicable) and other than as provided pursuant to Section 5.3(c) hereof, this Distribution Trust shall be treated as a liquidating trust pursuant to Section 301.7701-4(d) of the Treasury Regulations and as a grantor trust pursuant to Sections 671 through 679 of the IRC. To the extent consistent with Revenue Procedure 94-45 and not otherwise inconsistent with this Trust Agreement, this Trust Agreement shall be construed so as to satisfy the requirements for liquidating trust status.

(b) The Distribution Trust shall at all times to be administered so as to constitute a domestic trust for United States federal income tax purposes.

5.3 Tax Returns.

(a) In accordance with Section 6012 of the IRC and Section 1.671-4(a) of the Treasury Regulations, the Trustee shall file with the IRS annual tax returns for the Distribution

Trust on Form 1041 as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations. In addition, the Trustee shall file in a timely manner for the Distribution Trust such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon. The Distribution Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items in respect of any assets allocable to, or retained on account of, the Disputed Ownership Fund) will be allocated to the Distribution Trust Beneficiaries in accordance with their relative ownership of Distribution Trust Interests. Within a reasonable time following the end of the taxable year, the Distribution Trust shall send to each Distribution Trust Beneficiary a separate statement setting forth such Distribution Trust Beneficiary's items of income, gain, loss, deduction or credit and will instruct each such Distribution Trust Beneficiary to report such items on his/her applicable income tax return.

(b) The Distribution Trust shall be responsible for payment, from the Distribution Trust Expense Reserve or the Distribution Trust Assets, of any taxes imposed on the Distribution Trust (including any taxes imposed on the Disputed Ownership Fund) or the Distribution Trust Assets. In accordance therewith, any taxes imposed on the Disputed Ownership Fund or its assets will be paid from the Distribution Trust Expense Reserve or the Distribution Trust Assets.

(c) The Trustee may timely elect to treat any Distribution Trust Assets allocable to Disputed Claims as a Disputed Ownership Fund pursuant to Section 1.468B-9(c)(2)(ii) of the Treasury Regulations, and to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If such a Disputed Ownership Fund election is made, all parties (including the Trustee and the holders of Distribution Trust Interests) shall report for U.S. federal, state and local income tax purposes consistent with the foregoing. The Distribution Trust

shall file all income tax returns with respect to any income attributable to the Disputed Ownership Fund and shall pay from the Distribution Trust Expense Reserve or the Distribution Trust Assets, consistent with Article IV.D.11(b) of the Plan, all U.S. federal, state and local income taxes attributable to such Disputed Ownership Fund based on the items of income, deduction, credit, or loss allocable thereto.

5.4 Withholding of Taxes and Reporting Related to Distribution Trust Operations. The Distribution Trust shall comply with all withholding, deduction and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the Distribution Trust shall be subject to any applicable withholding, deduction and reporting requirements. The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with any such withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions to a Distribution Trust Beneficiary as required by applicable law and paid over to the applicable taxing authority for the account of such Distribution Trust Beneficiary shall be treated as part of the Distribution Trust Distribution to such Distribution Trust Beneficiary. To the extent that the operation of the Distribution Trust or the liquidation of the Trust Assets creates a tax liability imposed on the Distribution Trust, the Distribution Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the Distribution Trust payable without Bankruptcy Court order. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Distribution Trust Beneficiaries shall be required to provide any information necessary to effect the withholding and reporting of such taxes. The Trustee may require each Distribution Trust Beneficiary to furnish to the Distribution Trust (or its designee) its social security number, or

employer or taxpayer identification number as assigned by the IRS, and complete any related documentation (including but not limited to a Form W-8BEN, Form W-8BEN-E, or Form W-9, as applicable) (the “**Tax Documents**”). The Trustee may condition any and all distributions to any Distribution Trust Beneficiary upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan and Confirmation Order. If the Distribution Trust Beneficiary fails to complete and return to the Trustee (or Disbursing Agent, as applicable) the appropriate Tax Documents within one hundred one hundred and eighty (180) days of the request by the Trustee (or Disbursing Agent, as applicable), then such Holder shall have its Claim forfeited and shall be forever barred, estopped, and enjoined from asserting any such Claim against the Estates. In such cases, any Cash held for payment on account of such Claims shall be treated as Distribution Trust Assets, free of any Claims of such Holder with respect thereto.

5.5 Valuation. As soon as possible after the Effective Date, the Trustee shall make a good faith valuation of the Distribution Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, and used consistently by all parties for all United States federal and applicable state and local income tax purposes. The Trustee shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Distribution Trust that are required by any governmental unit for taxing purposes.

5.6 Expedited Determination of Taxes. The Trustee may request an expedited determination of taxes of the Distribution Trust, under Section 505 of the Bankruptcy Code for all returns filed for, or on behalf of, the Distribution Trust for all taxable periods through the termination of the Distribution Trust.

ARTICLE VI

GENERAL PROVISIONS

6.1 Irrevocability. To the fullest extent permitted by applicable law, the Distribution Trust is irrevocable.

6.2 Term; Termination.

(a) The term for which the Distribution Trust exists shall commence on the Effective Date and shall terminate pursuant to the provisions of this Section 6.2.

(b) The Trustee shall make continuing efforts to monetize any non-liquid Distribution Trust Assets.

(c) The Trustee and the Distribution Trust shall be discharged or dissolved, as the case may be, at such time that is reasonable based on all the facts and circumstances as (i) the Trustee determines that the pursuit of additional Retained Causes of Actions is not likely to yield sufficient additional Cash to justify further pursuit of such Causes of Action, or (ii) all distributions of Cash and other Distribution Trust Assets required to be made by the Trustee under the Plan, the Confirmation Order, and this Trust Agreement have been made in accordance with provisions of the Plan, the Confirmation Order, and this Trust Agreement, *provided, however*, that in no event shall the Distribution Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made prior to the fifth (5th) anniversary without the need for a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Distribution Trust as a liquidating trust for federal income tax purposes, determines that a fixed period extension, not to exceed five (5) years, is necessary to facilitate or complete the recovery on and liquidation of the Distribution Trust Assets. Any extension must be approved by the Bankruptcy Court within six (6) months of the beginning of the extended term.

(d) The Trustee shall, promptly after the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases, *provided* that, as of the Effective Date, the Trustee may submit separate orders to the Bankruptcy Court under certification of counsel previously provided to the U.S. Trustee closing certain individual Chapter 11 Cases and/or changing the name(s) of any remaining Debtor(s) and the case caption of any remaining open Chapter 11 Case as desired, *provided* further that matters concerning Claims may be heard and adjudicated in one of the Debtors' Chapter 11 Cases that remains open regardless of whether the applicable Claim is against a Debtor in a Chapter 11 Case that is closed. Upon the filing of a motion to close the last Chapter 11 Case remaining open, the Trustee shall file a final report with respect to all of the Chapter 11 Cases pursuant to Local Rule 3022-1(c) as set forth in **Error! Reference source not found.** of the Plan.

6.3 Amendments. Any amendment to, or modification of, this Trust Agreement may be made in writing and only pursuant to an order of the Bankruptcy Court; *provided, however*, the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (a) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; or (b) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, no amendment or modification of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order other than to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement.

Notwithstanding the foregoing, neither this Trust Agreement, nor any Exhibit to this Trust Agreement, shall be modified or amended in any way that could jeopardize, impair, or modify the Distribution Trust's "liquidating trust" status.

6.4 Severability. Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

6.5 Notices.

(a) Notices to Distribution Trust Beneficiaries shall be given in accordance with such address for each such Holder as indicated on the Debtors' records as of the date of any such distribution pursuant to the procedures set forth in Section [●] of this Trust Agreement.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the Distribution Trust:

Steven Balasiano
MHR Advisory Group, LLC
6701 Bay Parkway, 3rd Floor
Brooklyn, NY 11204
Telephone: (347) 832-5595
Email: steven@mhradvisory.com

With a copy (which shall not constitute notice) to:

[●]

To the Reorganized Debtors:

[●]

With a copy (which shall not constitute notice) to:

[•]

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

6.6 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Distribution Trust, the Trustee, and their respective successors and assigns, except that neither the Distribution Trust, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in accordance with Section 4.2(d) above.

6.7 Limitation on Distribution Trust Interests for Securities Law Purposes. Distribution Trust Interests (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

6.8 Exemption from Registration. The Parties hereto intend that the interests of the Distribution Trust Beneficiaries under this Trust Agreement shall not be “securities” under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute “securities,” the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer

and sale under the Plan of the Distribution Trust Interests will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations or that the issuance of such interests shall be exempt from the registration under the Securities Act pursuant to Section 4(a)(2) of the Securities Act, regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

6.9 Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein, and in the documents referred to herein (including the Plan and the Confirmation Order), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

6.11 Governing Law. The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; *provided, however*, that the

Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the Distribution Trust, the Trustee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to, or regulate in, a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of Distribution Trust Assets; (g) the existence of rights or interests (beneficial or otherwise) in Distribution Trust Assets; (h) the ability of beneficial owners or other persons to terminate or dissolve the Distribution Trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee set forth or referenced in this Trust Agreement.

6.12 Effectiveness. This Trust Agreement shall become effective on the Effective Date.

6.13 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this ____ day
of _____, 2024.

TRUSTEE

[●]

Exhibit B

Schedule of Retained Causes of Action

Schedule of Retained Causes of Action¹

I. Retained Causes of Action

Pursuant to Article IV.R of the Plan, other than any Cause of Actions of the Debtors that (a) have been transferred to a Purchaser or released, waived, barred or enjoined in connection with a Sale or (b) are waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Bankruptcy Court order, the Debtors reserve for the Reorganized Debtors and the Distribution Trust (as allocated below), any and all Retained Causes of Action, including, without limitation, setoff, offset and recoupment rights, regardless of whether or not such rights are specifically enumerated in the Plan, Disclosure Statement, Plan Supplement, or elsewhere, whether arising before or after the Petition Date, and preserve, for the benefit of the Reorganized Debtors and the Distribution Trust (as allocated below), the right to commence, continue, prosecute, or settle such Retained Causes of Action, notwithstanding the occurrence of the Effective Date.

Notwithstanding and without limiting the generality of the forgoing and Article IV.R of the Plan, the Retained Causes of Action include each of the Debtors' Causes of Action set forth below, except to the extent such Causes of Action (a) have been transferred to a Purchaser or released, waived, barred or enjoined in connection with a Sale or (b) are waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Bankruptcy Court order. Notwithstanding anything herein or elsewhere in the Plan to the contrary, unless a Cause of Action against a Released Party is specifically preserved below (including in the exhibits to this Schedule of Retained Causes of Action), such Cause of Action against such Released Party shall not constitute a Retained Cause of Action (other than for purposes of exercising any rights of any Debtor or Reorganized Debtor to assert counterclaims, crossclaims, offsets, indemnities, defenses, and similar Causes of Action against such Released Party in response to any Causes of Action of such Released Party asserted against the Debtors or Reorganized Debtors).

A. Causes of Action Related to Contracts and Leases

Except to the extent such Causes of Action (a) have been transferred to a Purchaser or released, waived, barred or enjoined in connection with a Sale or (b) are waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Bankruptcy Court order, the Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below): (i) all Causes of Action arising under (A) any executory contract or unexpired lease set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, (B) any Proterra Energy Transition Contract, and (C) any other contract or lease that is retained by the Reorganized Debtors on the Effective Date; and (ii) all Causes of Action against any vendor, supplier of goods or services, or customer of any Debtor for (A) overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff, (B) wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations, (C) failure to fully perform or to condition performance on additional requirements under any

¹ Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the *Fourth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [Docket No. 1039] (as it may be amended, supplemented, or otherwise modified from time to time, the "Plan").

contract with any Debtor before the assumption or rejection, if applicable, of such contract, (D) payments, deposits, holdbacks, reserves or other amounts, (E) any liens, including mechanics', artisans', materialmens', possessory or statutory liens held by any one or more of the Debtors, (F) counter-claims and defenses related to any contractual obligations, (G) any turnover actions arising under section 542 or 543 of the Bankruptcy Code, and (H) unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims. Without limiting the generality of the foregoing, the Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all of their rights with respect to Causes of Action against the Entities identified in **Exhibit B-1** attached hereto.

B. Causes of Action Related to Insurance Policies

The Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all rights and Causes of Action, based upon, or related to, in whole or in part, any and all insurance contracts and insurance policies to which any Debtor, any Reorganized Debtor, or the Distribution Trustee are or were a party or pursuant to which any Debtor, any Reorganized Debtor, or the Distribution Trustee have any rights whatsoever, whether past, present, or future (including, for the avoidance of doubt, any Insurance Contract and any D&O Policy), regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments hereto or thereto, including Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. Without limiting the generality of the foregoing, the Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all of their rights with respect to Causes of Action against the Entities identified in **Exhibit B-2** attached hereto.

C. Causes of Action Related to Taxes

The Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all Causes of Action based upon, or related to, in whole or in part, any and all tax obligations to which any Debtor, any Reorganized Debtor, or the Distribution Trustee is or may become a party or pursuant to which any Debtor, any Reorganized Debtor, or the Distribution Trustee has or may obtain any rights whatsoever, whether past, present, or future, including against or related to all Entities that owe or that may in the future owe money to any Debtor, any Reorganized Debtor, or the Distribution Trustee in connection with any tax refunds, credits, overpayments, recoupments, or offsets. Without limiting the generality of the foregoing, the Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all of their rights with respect to Causes of Action against the Entities identified in **Exhibit B-3** attached hereto.

D. Causes of Action Related to Adversarial Proceedings and Potential Adversarial Proceedings

Except to the extent such Causes of Action (a) have been transferred to a Purchaser or released, waived, barred or enjoined in connection with a Sale or (b) are waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Bankruptcy Court order, the Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all Causes of

Action against any Entity that is not a Released Party and is party to or that may in future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regulatory or non-regulatory, including all actual or potential (i) contract and tort actions that may exist or may subsequently arise, (ii) actions relating to environmental and product liability matters, and (iii) actions arising out of, or relating to, the Debtors' intellectual property rights. For the avoidance of doubt, nothing herein shall be read as an admission as to the validity or allowance of any claim against any Debtor, and any and all claims against the Debtors that may be identified herein shall be treated in accordance with the Plan and the Bankruptcy Code. Without limiting the generality of the foregoing, the Debtors also preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all of their rights with respect to Causes of Action against the Entities identified in **Exhibit B-4** attached hereto.

E. Causes of Action Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

Except to the extent such Causes of Action (a) have been transferred to a Purchaser or released, waived, barred or enjoined in connection with a Sale or (b) are waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Bankruptcy Court order, the Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all Causes of Action against any creditor, lessor, utility, supplier, vendor, landlord, sub-lessee, assignee, or other Entity based upon, in whole or in part, any and all postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral owed by such creditor, lessor, utility, supplier, vendor, landlord, sub-lessee, assignee, or other Entity. Without limiting the generality of the foregoing, the Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all of their rights with respect to Causes of Action against the Entities identified in **Exhibit B-5** attached hereto.

F. Causes of Action Related to Accounts Receivable and Accounts Payable and other Commercial Causes of Action

Except to the extent such Causes of Action (a) have been transferred to a Purchaser or released, waived, barred or enjoined in connection with a Sale or (b) are waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Bankruptcy Court order, the Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all commercial Causes of Action against any Entity arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed.

G. Causes of Action Related to Liens

Except to the extent such Causes of Action (a) have been transferred to a Purchaser or released, waived, barred or enjoined in connection with a Sale, (b) are waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Bankruptcy Court order, or (c) have been released by the Final Cash Collateral Order, the Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all Causes of Action based in whole or in part upon any liens regardless of whether such lien is specifically identified herein.

H. Causes of Action Related to Intellectual Property

Except to the extent such Causes of Action (a) have been transferred to a Purchaser or released, waived, barred or enjoined in connection with a Sale or (b) are waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Bankruptcy Court order, the Debtors preserve for the Reorganized Debtors and the Distribution Trust (as allocated below) all Causes of Action based upon, in whole or in part, the Debtors' intellectual property, licensing or licensing agreements, or infringement of intellectual property; *provided* that nothing in the Plan shall impair, enlarge, or in any way alter the equitable and legal rights, obligations, and defenses of any Debtor, any Reorganized Debtor, or the Distribution Trustee regarding their intellectual property rights, and all rights with respect thereto are expressly retained.

II. Causes of Action Retained by the Reorganized Debtors

Upon the Effective Date, the Reorganized Debtors will retain any and all Retained Causes of Action arising out of or related to (a) any executory contract or unexpired lease set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, (b) any Proterra Energy Transition Contract, (c) any other postpetition contract or lease that is retained by the Reorganized Debtors on the Effective Date, (d) all tax attributes of the Debtors including, but not limited to, (i) any historical losses, including capital losses and passive activity losses; (ii) carryovers (iii) offsets; (iv) credits; and (v) any other direct or indirect tax benefit or attribute, provided that, (a) in the case of each of the foregoing, any refunds of taxes paid by the Debtors prior to the Effective Date (and any Retained Causes of Action arising out of such refunds or relating thereto) are excluded from the preceding list of tax attributes and shall be allocated to the Distribution Trust and (b) for the avoidance of doubt, the foregoing shall in no way limit the application (to the extent available under applicable tax law) of tax attributes arising in respect of taxable periods of the Debtors ending on or before, or including, the Effective Date in satisfaction of tax liabilities arising in respect of such periods, and (e) all commercial Causes of Action against any Entity arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, to the extent such Causes of Action directly relate to the Proterra Energy business (such Causes of Action, collectively, the "Reorganized Debtor Causes of Action"); *provided* that if a Plan Support Agreement Termination has occurred, then the Reorganized Debtor Causes of Action shall be assigned to the Distribution Trust upon the Effective Date, and the Distribution Trustee, on behalf of the Distribution Trust, may pursue any such Retained Causes of Action in its sole discretion.

III. Causes of Action Assigned to the Distribution Trust

Upon the Effective Date, all Retained Causes of Action other than the Reorganized Debtor Causes of Action (collectively, the "Distribution Trust Causes of Action") will be assigned to the Distribution Trust, and the Distribution Trustee, on behalf of the Distribution Trust, may pursue any such Retained Causes of Action in its sole discretion.

Exhibit B-1**Causes of Action Related to Contracts and Leases**

Non-Debtor Counterparty	Contract
Anadolu Isuzu Otomotiv Sanayii Ticaret A.S.	Product Supply Agreement, dated as of March 30, 2022
BlackSwift Creative, LLC	Proposal dated as of February 6, 2024
California Energy Commission	California Energy Commission Grant Agreement No. ARV-18-026
CFO Systems, LLC	Proposal dated as of February 8, 2024
Eldorado National (California), Inc.	Product Supply Agreement, effective January 10, 2022, amended by Amendment No. 1 to Product Supply Agreement on July 29, 2022
GoDaddy.com, LLC	Receipt No. 2925503080, dated as of February 7, 2024
LG Energy Solution, LTD	US Product Supply Agreement dated August 10, 2021
LG Energy Solution, LTD	Product Supply Agreement, dated November 16, 2016
Mack Trucks, Inc.	Asset Purchase Agreement, dated as of November 9, 2023
Nikola Corporation	Product Supply Agreement, effective December 8, 2021, as amended on November 8, 2022
PC Connection Sales Corp.	Sales Quote # 13253880.04
PC Connection Sales Corp.	Sales Quote # 13256245.01
PC Connection Sales Corp.	Sales Quote # 13256253.01
PC Connection Sales Corp.	Sales Quote # 1325627.01
PC Connection Sales Corp.	Sales Quote # 13256294.01
PC Connection Sales Corp.	Sales Quote # 1325614.01
PC Connection Sales Corp.	Sales Quote # 13256329.01
PC Connection Sales Corp.	Sales Quote # 13256344.01
Phoenix Motor Inc.	Asset Purchase Agreement, dated as of November 13, 2023 (as amended)
Phoenix Motor Inc.	Asset Purchase Agreement, dated as of November 13, 2023 (as amended)
Staples Technology Solutions	Quote # 958136
Staples Technology Solutions	Quote # 958149
Staples Technology Solutions	Quote # 958144
Staples Technology Solutions	Quote # 958146
Staples Technology Solutions	Quote # 958138
Staples Technology Solutions	Quote # 958143
Staples Technology Solutions	Quote # 958131
Staples Technology Solutions	Quote # 958151
Staples Technology Solutions	Quote # 958137
Staples Technology Solutions	Quote # 958145
Staples Technology Solutions	Quote # 958133
Staples Technology Solutions	Quote # 958132
Staples Technology Solutions	Quote # 958121
Staples Technology Solutions	Quote # 958148
Staples Technology Solutions	Quote # 958150
The Shyft Group EV Solutions, LLC	Product Supply Agreement, effective March 7, 2022
Thrive Operations, LLC	Master Services Agreement, dated February 7, 2024
Thrive Operations, LLC	Service Order CON-045234
Thrive Operations, LLC	Service Order CON-045235
TriNet Financial Services	TriNet Services Requisition Form
Van Hool, N.V.	Osprey Product Supply Agreement, Dated June 22, 2018

Volta Trucks Ltd.	Product Supply Agreement, effective November 15, 2021, as amended on January 7, 2022, and further amended September 20, 2022
Volvo Battery Solutions LLC	Asset Purchase Agreement, dated as of November 9, 2023

Exhibit B-2**Causes of Action Related to Insurance Policies**

Type of Policy	Insurer Carrier	Insurance Policy Number	Term
Excess Directors & Officers Liability	AIG	01-146-36-22	6/14/2023 -6/14/2024
Excess Directors & Officers Liability	AIG	01-146-36-24	6/14/2023 -6/14/2024
Excess Directors & Officers Liability	AIG	01-301-31-65	6/14/2022 – 6/14/2023
Excess Side-A Directors & Officers Liability	AIG	01-301-31-66	6/14/2022 – 6/14/2023
Excess Directors & Officers Liability	AIG	01-354-31-90	6/14/2021 – 6/14/2022
Excess Side-A Directors & Officers Liability	AIG	01-354-31-91	6/14/2021 – 6/14/2022
Excess Directors & Officers Liability	Allied World	0312-9239	6/14/2023 -6/14/2024
Excess Directors & Officers Liability	Allied World	0312-9239	6/14/2022 – 6/14/2023
Excess Side-A Directors & Officers Liability	Allied World	0312-9239	6/14/2021 – 6/14/2022
Directors & Officers RunOff Liability - Premium	Allied World Spec Ins Co	3129239	7/26/2029
Cyber Liability	Arch, Ascot, Fortega, Fireman's Fund Indemnity, Certain Underwriters at Lloyds	C4LPE041519CYBER2022	12/20/2022 – 3/20/2024
Excess Directors & Officers Liability	AXA	ELU190451-23	6/14/2023 -6/14/2024
Excess Directors & Officers Liability	AXA	ELU190452-23	6/14/2023 -6/14/2024
Excess Directors & Officers Liability	AXA	ELU183391-22	6/14/2022 – 6/14/2023
Excess Directors & Officers Liability	AXA	ELU175727-21	6/14/2021 – 6/14/2022
Excess Employment Practices Liability	Axis	P-001-000751694-02	11/16/2023 – 8/16/2024
Excess Directors & Officers Liability	Berkley	BPRO8094795	6/14/2023 -6/14/2024
Excess Side-A Directors & Officers Liability	Berkley	BPRO8080284	6/14/2022 – 6/14/2023
Excess Side-A Directors & Officers Liability	Berkley	BPRO8063858	6/14/2021 – 6/14/2022
Directors & Officers RunOff Liability - Premium	Berkley	BPRO8094795	7/26/2029
Workers' Compensation - California	California State Fund	9353330-2024	01/29/2024 - 01/29/2025
Directors & Officers Liability	Chubb	8226-1261	11/16/2020 – 11/16/2021
Employment Practices Liability	Chubb	8226-1261	11/16/2022 – 8/16/2024

Type of Policy	Insurer Carrier	Insurance Policy Number	Term
Fiduciary Liability	Chubb	8226-1261	11/16/2022 – 8/16/2024
Crime	Chubb	8226-1261	11/16/2022 – 8/16/2024
Employed Lawyers Professional Liability	Chubb	J05984907	11/16/2022 – 8/16/2024
Administrative Services Only Agreement	Cigna Health and Life Insurance Company	00652387	1/1/2024 – 1/1/2025
Stop Loss Policy	Cigna Health and Life Insurance Company	00652387	1/1/2024 – 1/1/2025
Excess Liability	Crum & Forester	SEO121263	11/10/2023– 02/10/2024
Excess Directors & Officers Liability	Everest	SC5EX00726-231	6/14/2023 – 6/14/2024
Excess Directors & Officers Liability	Everest	SC5EX00726-221	6/14/2022 – 6/14/2023
Excess Directors & Officers Liability	Everest	SC8EX00214-211	6/14/2021 – 6/14/2022
Directors & Officers RunOff Liability - Premium	Everest Natl	SC5EX00726231	7/26/2029
Directors & Officers Liability	Federal Insurance Company	8226-1261	11/16/2019 – 11/16/2020
Property - Excess	Falls Lake Fire & Casualty	PXP000017401	11/10/2023 – 02/01/2024
Workers' Compensation	Great American	WC 1709075 13-00	12/29/2022 – 12/29/2023
Excess Directors & Officers Liability	Hudson	HN-0303-7590-061423	6/14/2023 -6/14/2024
Excess Directors & Officers Liability	Hudson	HN-0303-7590-061422	6/14/2022 – 6/14/2023
Excess Directors & Officers Liability	Hudson	HN-0303-7590	6/14/2021 – 6/14/2022
Directors & Officers RunOff Liability - Premium	Hudson Insurance	HN03037590061423	7/26/2029
Directors & Officers Liability	Inigo	B0509FINMW2350270	6/14/2023 - 6/14/2024
Excess Directors & Officers Liability	Inigo	B0509FINMW2351054	6/14/2023 -6/14/2024
Directors & Officers Liability	Inigo	B0509FINMW2250511	6/14/2022 – 6/14/2023
Directors & Officers Liability	Inigo	B0509FINMW2150608	6/14/2021 – 6/14/2022
Excess Directors & Officers Liability	Ironshore	DO6NACAG8O003	6/14/2023 – 6/14/2024
Excess Directors & Officers Liability	Ironshore	DO6NACAG8O002	6/14/2022 – 6/14/2023
Excess Side-A Directors & Officers Liability	Ironshore	DO6NACAG8O001	6/14/2021 – 6/14/2022
Directors & Officers RunOff Liability - Premium	Ironshore Indemnity, Inc	DO6NACAG8O003	7/26/2029
Property - Excess	Kinsdale	0100267842-0	11/10/2023 – 02/01/2024
Difference in Condition	Landmark	LHQ429570	11/10/2022 – 11/10/2023
Property - Excess	Landmark	LHD937890	11/10/2023 – 02/01/2024
Workers' Compensation - South Carolina	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024

Type of Policy	Insurer Carrier	Insurance Policy Number	Term
Workers' Compensation - Arkansas	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Arizona	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Connecticut	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - District of Columbia	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Delaware	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Florida	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Georgia	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Iowa	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Idaho	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Illinois	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Indiana	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Kentucky	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Maryland	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Michigan	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Missouri	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - North Carolina	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Nevada	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Oregon	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Tennessee	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Utah	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Virginia	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Workers' Compensation - Wisconsin	Liberty Mutual	WC533SB24W5K013	12/29/2023 – 2/15/2024
Errors & Omissions - A&E Primary & Excess	Lloyds	B0621PPROT007122	11/10/2023 – 4/10/2024
Property - Excess	Lloyds	B1510PR2300161	11/10/2023 – 02/01/2024
Property - Excess	Lloyds	B1510PR2300162	11/10/2023 – 02/01/2024
Property - Excess	Lloyds	B1510PR2300163	11/10/2023 – 02/01/2024
Excess Liability	Lloyds	B0146GLUSA2200177	11/10/2023 – 02/10/2024

Type of Policy	Insurer Carrier	Insurance Policy Number	Term
Excess Liability	Lloyds	B0146GLUSA2200175	11/10/2023– 02/10/2024
Directors & Officers RunOff Liability - Premium	Lloyds of London	B0509FINMW2350270	7/26/2029
Directors & Officers RunOff Liability - Stamping Fee	Lloyds of London	B0509FINMW2350270	7/26/2029
Directors & Officers RunOff Liability - Surplus Ln Tax	Lloyds of London	B0509FINMW2350270	7/26/2029
Directors & Officers RunOff Liability - Premium	Lloyds of London	B0509FINMW2351054	7/26/2029
Directors & Officers RunOff Liability - Stamping Fee	Lloyds of London	B0509FINMW2351054	7/26/2029
Directors & Officers RunOff Liability - Surplus Ln Tax	Lloyds of London	B0509FINMW2351054	7/26/2029
Workers' Compensation - Ohio	Monopolistic - State of Ohio	N/A	N/A
Workers' Compensation - Washington	Monopolistic - State of Washington	N/A	N/A
Workers' Compensation - Wyoming	Monopolistic - State of Wyoming	N/A	N/A
Directors & Officers RunOff Liability - Premium	National Un-Pa	11463622	7/26/2029
Directors & Officers RunOff Liability - Premium	National Un-Pa	11463624	7/26/2029
Workers' Compensation - New York	New York State Fund	K26037556	1/10/2024 – 1/10/2025
Accident Insurance (Michelin test track)	Philadelphia	PHPA117151	11/10/2022 – 11/10/2023
Workers' Compensation - Colorado	Pinnacol	4248675	1/4/2024 – 1/4/2025
Excess Directors & Officers Liability	RSUI	NHS705413	6/14/2023 -6/14/2024
Excess Directors & Officers Liability	RSUI	HS700048	6/14/2022 – 6/14/2023
Excess Directors & Officers Liability	RSUI	HS693836	6/14/2021 – 6/14/2022
Directors & Officers RunOff Liability - Premium	Rsui Indemnity	NHS705413	7/26/2029
Property - Excess	Scottsdale	BXS0004666	11/10/2023 – 02/01/2024
Property - Excess	Starr Surplus Lines	23SLCFM12156401	11/10/2023 – 02/01/2024
Workers' Compensation - New Jersey	Technology Insurance Company Incorporated	246474	1/4/2024 – 1/4/2025
Workers' Compensation - Texas	Texas Mutual	2104474	1/3/2024 - 1/3/2025
Commercial property and general liability	Travelers	Y6300P887359IND23	11/10/2023 – 11/10/2024
Commercial auto	Travelers	BA0P8925912314G	11/10/2023 – 11/10/2024
Excess auto	Travelers	EX4R8866752314	11/10/2023 – 01/11/2024
Foreign Package	Travelers	ZGC21P4787522GC	11/10/2023 – 11/10/2024

Type of Policy	Insurer Carrier	Insurance Policy Number	Term
Ocean Marine Cargo/Inland Transit	Travelers	ZOC91N46935	11/10/2023– 02/01/2024
Excess Liability	United Specialty	BTM2211016	11/10/2023– 02/10/2024
Lead Umbrella	Westchester	G4683575A006	11/10/2023– 02/10/2024
Directors & Officers RunOff Liability - Premium	XL Specialty	ELU19045223	7/26/2029
Directors & Officers RunOff Liability - Premium	XL Specialty	ELU19045123	7/26/2029

Exhibit B-3**Causes of Action Related to Tax Obligations**

Tax Authority	Tax Type	Address
California Department of Tax and Fee Administration	Sales Tax	PO Box 942879 Sacramento, CA 94279-6001
Colorado Department of Revenue	Income Tax	PO Box 17087 Denver, CO 80217
Delaware Division of Revenue	Income Tax	820 N French St. 8th Floor Carvel State Building Wilmington, DE 19801
Florida Department of Revenue	Income Tax	5050 West Tennessee St. Tallahassee, FL 32399
Georgia Department of Revenue	Income Tax	PO Box 740239 Atlanta, GA 30374-0239
Indiana Department of Revenue	Income Tax	100 North Senate Avenue, MS 108 Indianapolis, IN 46204
Internal Revenue Service	Income Tax	P.O. Box 7346 Philadelphia, PA 19101
Iowa Department of Revenue	Income Tax	Hoover State Office Building 1305 E. Walnut Des Moines, IA 50319
Louisiana Department of Revenue	Income Tax	617 North Third St. Baton Rouge, LA 70802
Maryland Department of Assessments and Taxation	Income Tax	110 Carroll St. Annapolis, MD 21411
New Jersey Division of Taxation	Income Tax	PO Box 666 Trenton, NJ 08646-0666
New Mexico Taxation and Revenue Department	Income Tax	10500 Copper Ave. NE Suite C Albuquerque, NM87123
North Carolina Department of Revenue	Income Tax	PO Box 25000 Raleigh, NC 27640-0640
Oklahoma Tax Commission	Income Tax	300 N Broadway Ave. Oklahoma City, OK 73102
Oregon Department of Revenue	Income Tax	955 Center St. NE Salem, OR 97301
Pennsylvania Department of Revenue	Income Tax	Strawberry Square Lobby Harrisburg, PA 17128
South Carolina Department of Revenue	Income Tax	300A Outlet Pointe Blvd Columbia, SC 29210
Tennessee Department of Revenue	Income Tax	500 Deaderick Street Nashville, TN 37242
Virginia Department of Taxation	Income Tax	1957 Westmoreland St. Richmond, VA 23230

Exhibit B-4**Causes of Action Related to Adversarial Proceedings and Potential Adversarial Proceedings**

Debtor	Non-Debtor Part(ies) / Case Title	Venue / Case No.	Description / Nature of Proceeding
Proterra Inc Proterra Operating Company, Inc.	Anadolu Isuzu Otomotiv Sanayii Ticaret A.S.	N/A	All the Debtors' Causes of Action against Anadolu Isuzu Otomotiv Sanayii Ticaret A.S.
Proterra Operating Company, Inc.	California Department of Tax and Fee Administration – Sales Tax Audit	California Department of Tax and Fee Administration A183432	Audit
Proterra Inc Proterra Operating Company, Inc.	LG Energy Solution, LTD	N/A	All the Debtors' Causes of Action against LG Energy Solution, LTD
Proterra Operating Company, Inc.	<i>Maho Lazo v. Proterra Operating Company, Inc.</i>	California Superior Court for Los Angeles County	Wage & Hour Lawsuit
Proterra Operating Company, Inc.	<i>Marco Gudlino v. Proterra Operating Company, Inc.</i>	USW Local 675	Breach of Contract (concluded)
Proterra Operating Company, Inc.	Redacted	JAMS Arbitration	Arbitration
Proterra Operating Company, Inc.	Redacted	U.S. Equal Employment Opportunity Commission	Charge of Discrimination (concluded)
Proterra Operating Company, Inc.	Redacted	U.S. Equal Employment Opportunity Commission	Charge of Discrimination
Proterra Operating Company, Inc.	<i>Southeastern Pennsylvania Transportation Authority (SEPTA) v. Proterra Operating Company, Inc.</i>	N/A	Threatened Litigation
Proterra Operating Company, Inc.	<i>Stephanie Bitetti v. Proterra Operating Company, Inc.</i>	Los Angeles County Superior Courts, Stanley Mosk Courthouse	Wage & Hour Lawsuit
Proterra Inc Proterra Operating Company, Inc.	Van Hool, N.V. <i>Proterra Inc & Proterra Operating Company, Inc. v. Van Hool, N.V., (Bankr. D. Del. 2024)</i>	United States Bankruptcy Court for the District of Delaware Adv. Pro. No. 24-	Adversary proceeding

Exhibit B-5**Causes of Action Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings**

Holder	Obligee	Address	Nature	ID Number
Atlantic Specialty Insurance Company	City and County of San Francisco	One State Street Plaza, 31st Floor, New York, NY, 10004	Surety Bond	800018815
Atlantic Specialty Insurance Company	Capital Metropolitan Transportation Authority	One State Street Plaza, 31st Floor, New York, NY, 10004	Surety Bond	800018814
BC Transit	N/A	520 Gorge Road East PO Box 9861 Victoria, Canada V8W 9T5	Cash Collateral for LC	68180726
Bond Safeguard Insurance Company	N/A	900 S Frontage Rd, No 250 Woodridge, IL 60517	Cash Collateral for LC	68180859
Carolina CC Venture XXXVII LLC	N/A	Carolina CC Venture XXXVII, LLC C/O McDonald Development Company 3715 Northside Parkway, BLDG 200 Suite 700, Atlanta, GA 30327 Attn: J. Austin McDonald	Cash Collateral for LC	68178146
Great American Insurance Company	N/A	Great American Insurance Co. PO Box 89400 Cleveland, OH 44101-6400	Cash Collateral for LC	68175522
Intact Insurance Company	Canada Border Services Agency	One State Street Plaza, 31st Floor, New York, NY, 10004	Surety Bond	962-019-625
Lexon Insurance Company	Department of Homeland Security	10002 Shelbyville Road, Suite 100, Louisville, KY 40223	Surety Bond	22C0023NM
LG Energy Solutions Ltd Tower 1	N/A	Tower 1, 108, Yeoui-daero Yeongdeungpo-gu Seoul, South Korea 07336	Cash Collateral for LC	68176519
Philadelphia Indemnity Insurance Company	Spokane Transit Authority	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB01989700046
Philadelphia Indemnity Insurance Company	Transportation District Commission of Hampton Roads	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB01989700045

Holder	Obligee	Address	Nature	ID Number
Philadelphia Indemnity Insurance Company	Delaware Transit Authority	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB02182000050
Philadelphia Indemnity Insurance Company	Board of County Commissions of Miami-Dade County	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB00438200005
Philadelphia Indemnity Insurance Company	Santa Clara Valley Transportation Authority	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB00438200020
Philadelphia Indemnity Insurance Company	Metropolitan Washington Airports Authority	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB00438200024
Philadelphia Indemnity Insurance Company	City of Visalia	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB00438200013
Philadelphia Indemnity Insurance Company	State of California, Contractors License Board	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB02182000047
Philadelphia Indemnity Insurance Company	State of California	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB01989700035
Philadelphia Indemnity Insurance Company	State of Oregon	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB00438200017
Philadelphia Indemnity Insurance Company	State of Washington/Contractors Board	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB004382000008
Philadelphia Indemnity Insurance Company	Chicago Transit Authority	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB02182000037
Philadelphia Indemnity Insurance Company	State of California, Contractors License Board	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB00438200019
Philadelphia Indemnity Insurance Company	Southeastern Pennsylvania Transportation Authority	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB02182000051

Holder	Obligee	Address	Nature	ID Number
Philadelphia Indemnity Insurance Company	Contractor's License Board	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB02182000042
Philadelphia Indemnity Insurance Company	Sacramento Regional Transit District	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Surety Bond	PB02182000052
Philadelphia Insurance Companies	N/A	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Cash Collateral for LC	68181484
Philadelphia Insurance Companies	N/A	Philadelphia Indemnity Insurance Company, Attention: Surety Department, 100 Princeton South Corporate Center 4th Floor, Ewing, NJ 08628	Cash Collateral for LC	SVBSF011961
Southwest Marine and General Insurance Company	U.S., Customs	412 Mt. Kemble Avenue, Suite 300C, Morristown, NJ 07960	Surety Bond	24C0000YK
Steelcase Financial Services Inc.	N/A	Steelcase Financial Services Inc. 901 44th St., S.E. Grand Rapids, MI 49508	Cash Collateral for LC	68180451
Utility Adequate Assurance Deposits				
Holder	Address		Nature / Description	
ACC Business	PO Box 5077, Carol Stream, IL 60197		Adequate Assurance Deposit	
AT&T	PO Box 5019, Carol Stream, IL 60197		Adequate Assurance Deposit	
AT&T Mobility	PO Box 6463, Carol Stream, IL 60197		Adequate Assurance Deposit	
Centurylink, Inc.	PO Box 52187, Phoenix, AZ 85072		Adequate Assurance Deposit	
City of Burlingame	1111 Trousdale Drive, Burlingame, CA 94010		Adequate Assurance Deposit	
Comcast Cable Communications Management, LLC	PO Box 60533, City of Industry, CA 91716		Adequate Assurance Deposit	
Commission of Public Works, City of Greer, SC	PO Box 216, Greer, SC 29652		Adequate Assurance Deposit	
Duke Energy	PO Box 70516, Charlotte, NC 28272		Adequate Assurance Deposit	
GIGSKY, INC.	2390 El Camino Real Suite 250, Palo Alto, CA 94306		Adequate Assurance Deposit	
Greenville Water System	PO Box 687, Greenville, SC 29602		Adequate Assurance Deposit	
J2 Cloud Services LLC	700 S Flower St FL 15, Los Angeles, CA 90017		Adequate Assurance Deposit	
Mission Cloud Services, INC.	4470 W Sunset Blvd Suite 107 PMB 94146, Los Angeles, CA 90027		Adequate Assurance Deposit	
Pacific Gas & Electric (PG&E)	77 Beale Street, San Francisco, CA 94105		Adequate Assurance Deposit	

Holder	Obligee	Address	Nature	ID Number
Piedmont Natural Gas		PO Box 660920, Dallas, TX 75266	Adequate Assurance Deposit	
Recology San Mateo County		225 Shoreway Road, San Carlos, CA 94070	Adequate Assurance Deposit	
Republic Services #744		18500 North Allied Way, Phoenix, AZ 85054	Adequate Assurance Deposit	
Southern California Edison		2244 Walnut Grove Avenue, Rosemead, CA 91770	Adequate Assurance Deposit	
Spectrum Business		PO Box 94188, Palatine, IL 60094	Adequate Assurance Deposit	
The Gas Company (SOCALGas)		555 W 5TH St Ste 14H1, Los Angeles, CA 90013	Adequate Assurance Deposit	
U.S. Telepacific Corp.		515 S Flower St Ste 4500, Los Angeles, CA 90071	Adequate Assurance Deposit	
Valley Vista Services		17445 E Railroad Street, City of Industry, CA 91748	Adequate Assurance Deposit	
Verizon Wireless		PO Box 660108, Dallas, TX 75266	Adequate Assurance Deposit	
Waste Management of South Carolina		390 Innovation Way, Wellford, SC 29385	Adequate Assurance Deposit	

Exhibit C

Schedule of Assumed Executory Contracts and Unexpired Leases

This **Exhibit C** contains the Schedule of Assumed Executory Contracts and Unexpired Leases.¹ Article V.A of the Plan provides as follows:

As of the Effective Date, except as provided herein, the Debtors shall be deemed to have rejected all Executory Contracts and Unexpired Leases, except for any Executory Contract or Unexpired Lease which (a) is a D&O Policy or an Insurance Contract, (b) has been identified on the Schedule of Assumed Executory Contracts and Unexpired Leases, if any (which shall be included in the Plan Supplement), (c) has been otherwise rejected, assumed, or assumed and assigned, including in connection with any Sale, or designated for assumption or assumption and assignment pursuant to the terms of any Sale Order, or (d) is the subject of a motion filed by the Debtors prior to the Effective Date to assume, assume and assign, or reject such Executory Contract or Unexpired Lease on which the Bankruptcy Court has not ruled and is still pending.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving (a) the foregoing rejections and (b) the assumption of the Executory Contracts and Unexpired Leases listed on the Schedule of Assumed Executory Contracts and Unexpired Leases, each pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party on or prior to the Effective Date, shall be (a) assumed by the Debtors, in the event that a Reorganization occurs, or (b) transferred to the Distribution Trust and be deemed a Distribution Trust Asset, in the event that a Plan Support Agreement Termination has occurred. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the counterparty thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors reserve the right to alter, amend, modify, or supplement the Assumed Executory Contract and Unexpired Lease List prior to the Confirmation Date on no less than seven days’ notice to any counterparty to an Executory Contract or Unexpired Lease affected thereby.

Article V.C of the Plan provides as follows:

The Effective Date Notice shall indicate that all Executory Contracts that do not fall into categories (a), (b), or (c) as set forth in Article V.A hereof are deemed rejected as of the Effective Date. Proofs of Claim with respect to Claims arising

¹ Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the *Fourth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [Docket No. 1039] (as it may be amended, supplemented, or otherwise modified from time to time, the “Plan”).

from the rejection of Executory Contracts or Unexpired Leases pursuant to this Plan, if any, must be Filed with the clerk of the Bankruptcy Court and served upon the Debtors or Reorganized Debtors, as applicable, and the Distribution Trustee, within thirty (30) day of the occurrence of the Effective Date (the “Rejection Bar Date”). The Effective Date Notice shall set forth the Rejection Bar Date. Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim shall be classified as a Class 5 General Unsecured Claim and shall be treated in accordance with Article III of this Plan. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within the time required by this section will be forever barred from assertion against any of the Debtors, the Estates, the property of the Debtors or the Distribution Trust, and the Distribution Trustee.**

Inclusion of any document in the Schedule of Assumed Executory Contracts and Unexpired Leases is not an admission by the Debtors that any such documents constitutes an Executory Contract or Unexpired Lease. Subject to the terms of the Plan and the Plan Support Agreement, the Debtors reserve the right to assert that any of the documents listed in the Schedule of Assumed Executory Contracts and Unexpired Leases are not Executory Contracts or Unexpired Leases. As a matter of administrative convenience, in certain cases the Debtors may have listed the original parties to the Executory Contracts and Unexpired Leases listed in the Schedule of Assumed Executory Contracts and Unexpired Leases without taking into account any succession of trustees or any other transfers or assignments from one party to another. The fact that the current parties to any particular Executory Contract or Unexpired Leases may not be named in the Schedule of Assumed Executory Contracts and Unexpired Leases is not intended to change the treatment of such Executory Contracts or Unexpired Leases. References to any Executory Contracts or Unexpired Leases to be assumed pursuant to the Plan are to the applicable Executory Contract or Unexpired Lease and other operative documents as of the date of the Plan Supplement, as they may have been amended, modified, or supplemented from time to time and as may be further amended, modified, or supplemented by the parties thereto between such date and the Effective Date.

All parties reserve all rights, in accordance with the consent and approval rights provided under the Plan or the Plan Support Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, including this Exhibit C, at any time before the Effective Date of the Plan, or any such other date as may be provided for by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement and its amendments remain subject to certain consent and approval rights to the extent provided in the Plan or the Plan Support Agreement.

Exhibit C-1**Assumed Executory Contracts and Unexpired Leases**

Counterparty Name	Description of Contract	Debtor Counterparties
ABB E-Mobility Inc.	<i>Purchase Order - VBUR817966</i>	Proterra Operating Company, Inc.
ABB Inc. (USA)	<i>ABB Proterra Mutually Agreed Upon General Terms and Conditions of Sale -</i>	Proterra Operating Company, Inc.
AES Engineering Ltd	<i>Proposal for Electrical Engineering Services - Conceptual Design - BC Transit Battery Electric Bus Charging System; Acceptance of Proposal; Engineering Services Terms and Conditions</i>	Proterra Operating Company, Inc.
Aldridge Electric Inc	<i>Master Services Agreement - Construction Design & Build</i>	Proterra Operating Company, Inc.
Biddeford Saco Old Orchard Beach Transit	<i>Engineer, Procure, Construct (EPC) Agreement - install battery charging equipment</i>	Proterra Operating Company, Inc.
Bluebeam Revu Standard		Proterra Operating Company, Inc.
Decker Electric Inc.	<i>Purchase Order - 818837</i>	Proterra Operating Company, Inc.
Decker Electric, Inc._ Capital Metropolitan Transportation Authority	<i>Contractor Agreement - Capital Metropolitan Transportation Authority (“CapMetro”) for the design and construction of electrification infrastructure at a bus operation facility located at 2910 E 5th St., Austin, TX 78702 (the “Site”)</i>	Proterra Operating Company, Inc.

Counterparty Name	Description of Contract	Debtor Counterparties
Decker Electric, Inc._ Topeka	<i>Charging Infrastructure Agreement - Topeka 200 NW Crane, Topeka, KS 66603 (the "Project"). - Phase 1</i>	Proterra Operating Company, Inc.
Decker Electric, Inc._ Topeka	<i>Exhibit A.1 to Charging Infrastructure Agreement - Topeka 200 NW Crane, Topeka, KS 66603 (the "Project"). - Phase 1</i>	Proterra Operating Company, Inc.
Decker Electric, Inc._ Biddeford Saco Old Orchard Beach Transit	<i>(Sub)Contractor Agreement - BSOOB</i>	Proterra Operating Company, Inc.
Decker Electric, Inc._ Tompkins Consolidated Area Transit, Inc.	<i>(Sub)Contractor Agreement - 737 Willow Ave, Ithaca, NY 14850 - TCAT</i>	Proterra Operating Company, Inc.
Decker Electric, Inc._ WeDriveU	<i>Contractor Agreement - WeDriveU – San Jose, 1336 Old Bayshore Hwy, San Jose, CA 95112</i>	Proterra Operating Company, Inc.
EVGateway, Inc.	<i>EVGateway Charge Management Services</i>	Proterra Operating Company, Inc.
EVGateway, Inc.	<i>White Label SaaS - Reseller Agreement</i>	Proterra Operating Company, Inc.
Figma Inc.	<i>Figma Order Form</i>	Proterra Operating Company, Inc.
Forbes Bros LTD	<i>Contractor Agreement - Design-Build Infrastructure Project</i>	Proterra Operating Company, Inc.
Forbes Bros LTD	<i>Change Order No 1-R1 - Pantograph Anchoring Materials</i>	Proterra Operating Company, Inc.

Counterparty Name	Description of Contract	Debtor Counterparties
Forbes Bros LTD	<i>Change Order No 2-R1 - Contaminated Soil Disposal Reconciliation</i>	Proterra Operating Company, Inc.
Forbes Bros LTD	<i>Change Order No 3 - Supply & Install Additional Rumble Strips</i>	Proterra Operating Company, Inc.
Forbes Bros LTD	<i>Change Order No 4 - Backup Generator Supply Install</i>	Proterra Operating Company, Inc.
Forbes Bros LTD	<i>Change Order No 5 - Arc Flash Study</i>	Proterra Operating Company, Inc.
Forbes Bros LTD	<i>Change Order No 6 - Field review/approval of Equipment</i>	Proterra Operating Company, Inc.
Forbes Bros LTD	<i>Change Order No 7 - Utility PMT Asphalt Patch</i>	Proterra Operating Company, Inc.
Forbes Bros LTD	<i>Change Order No 8 - Maintenance Charger Cord Reel</i>	Proterra Operating Company, Inc.
Gleason Reel Corporation	<i>Purchase Order - 816956</i>	Proterra Operating Company, Inc.
GridFabric		Proterra Operating Company, Inc.
Innominds Software Inc	<i>Master Services Agreement</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Exhibit A -2021-14 Statement of Work - Proterra APEX</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Exhibit A-2022-5 Statement of Work - On-Site Data Engineering Team Augmentation</i>	Proterra Operating Company, Inc.

Counterparty Name	Description of Contract	Debtor Counterparties
Innominds Software Inc	<i>Exhibit A-2023-2 - Statement of Work QA Support</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Change Request Form to the Exhibit A-2022-2 (Statement of Work)</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Exhibit A-2023-1 Statement of Work Staff Augmentation for Managed Charging Team</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Change Request Form to Exhibit A-2021-4 - Change #007 Addition of Scope to the Engagement under Original SOW Exhibit A-2021-4</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Change Request Form to Exhibit A-2021-14 (Statement of Work) between Innominds Software, Inc. & POCI - Change #003</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Managed Charging Onshore Development</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Data Engineering Onshore Development</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Valence Onshore QA</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Managed Charging Offshore Development</i>	Proterra Operating Company, Inc.
Innominds Software Inc	<i>Managed Charging Offshore QA</i>	Proterra Operating Company, Inc.
Jean Martin Inc.	<i>Master Service Agreement</i>	Proterra Operating Company, Inc.
Jean Martin Inc.	<i>Data Engineering Offshore Development</i>	Proterra Operating Company, Inc.

Counterparty Name	Description of Contract	Debtor Counterparties
Jean Martin Inc.	<i>Change Request Form to the Exhibit A-2023-1 Statement of Work between Jean Martin Inc. & POCI</i>	Proterra Operating Company, Inc.
Keysight Technologies, Inc.	<i>End User Statement</i>	Proterra Operating Company, Inc.
Keysight Technologies, Inc.	<i>Keysight On-Premises, Cloud (SAAS), and Services Terms and Conditions</i>	Proterra Operating Company, Inc.
Keysight Technologies, Inc.	<i>Keysight Agreement</i>	Proterra Operating Company, Inc.
Optimized Financial Planning LLC	<i>IBM CPLEX - Charge Optimization Library</i>	Proterra Operating Company, Inc.
Power Electronics	<i>Product Supply Agreement dated October 15, 2020</i>	Proterra Operating Company, Inc.
Power Electronics	<i>Amendment No. 1 to Product Supply Agreement dated October 15, 2023</i>	Proterra Operating Company, Inc.
Power Electronics	<i>Term Sheet dated July 27, 2020 - Parties intend to negotiate a formal written agreement that would govern the Proposed Transaction "Definitive Agreement"</i>	Proterra Operating Company, Inc.
Power Electronics USA	<i>Purchase Order - VBUR812353</i>	Proterra Operating Company, Inc.
Power Electronics USA	<i>Purchase Order - VBUR816353</i>	Proterra Operating Company, Inc.
Power Electronics USA	<i>Purchase Order - V825774</i>	Proterra Operating Company, Inc.
Power Electronics USA	<i>Purchase Order - VBUR826036</i>	Proterra Operating Company, Inc.

Counterparty Name	Description of Contract	Debtor Counterparties
Power Electronics USA	<i>Purchase Order - VBUR826040</i>	Proterra Operating Company, Inc.
Power Electronics USA, Inc.	<i>Lease Agreement - NB Standalone 120 and NBw30</i>	Proterra Operating Company, Inc.
Ramco Electric Ltd	<i>Agreement to Purchase Chargers for Electric Vehicles</i>	Proterra Operating Company, Inc.
Sandy, City of	<i>Agreement to Purchase Chargers for Electric Vehicles</i>	Proterra Operating Company, Inc.
Schunk Carbon Technology, LLC	<i>Purchase Order - VBUR812362</i>	Proterra Operating Company, Inc.
Schunk Carbon Technology, LLC	<i>Purchase Order - VBUR812363</i>	Proterra Operating Company, Inc.
Schunk Carbon Technology, LLC	<i>Purchase Order - BUR815847</i>	Proterra Operating Company, Inc.
Sonoma County	<i>Agreement to Purchase Chargers for Electric Buses</i>	Proterra Operating Company, Inc.
Swiftly		Proterra Operating Company, Inc.
Tompkins Consolidated Area Transit	<i>Engineer, Procure, Construct (EPC) Agreement</i>	Proterra Operating Company, Inc.
Topeka Metropolitan Transit Authority	<i>Agreement to Purchase Chargers for Electric Vehicles</i>	Proterra Operating Company, Inc.
Topeka Metropolitan Transit Authority	<i>Charging Infrastructure Agreement Phase 1</i>	Proterra Operating Company, Inc.
Topeka Metropolitan Transit Authority	<i>Charging Infrastructure Agreement Engineer, Procure, Construction (EPC) Phase 2</i>	Proterra Operating Company, Inc.
Valmont Industries Inc.	<i>Purchase Order - VBUR813855</i>	Proterra Operating Company, Inc.
Valmont Industries Inc.	<i>Purchase Order - VBUR818158</i>	Proterra Operating Company, Inc.

Counterparty Name	Description of Contract	Debtor Counterparties
Washington University dba Washington University in St. Louis	<i>Agreement to Purchase Chargers for Electric Buses</i>	Proterra Operating Company, Inc.
WeDriveU, Inc.	<i>Agreement to Purchase Chargers For Electric Vehicles</i>	Proterra Operating Company, Inc.

Exhibit D-1

Amended and Restated Bylaws of Proterra Inc

**AMENDED AND RESTATED BYLAWS
OF**

[PROTERRA INC]¹

(hereinafter called the “**Corporation**”)

ARTICLE I

MEETINGS OF STOCKHOLDERS

Section 1.1. Place of Meetings. Meetings of the stockholders of the Corporation for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the board of directors of the Corporation (the “**Board**”). The Board may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communications as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware, as amended (the “**DGCL**”).

Section 1.2. Annual Meetings. The annual meeting of stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly be brought before the meeting in accordance with these amended and restated bylaws of the Corporation (as amended from time to time in accordance with the provisions hereof, these “**Bylaws**”) shall be held on such date and at such time as shall be designated from time to time by the Board. The Chairperson of the Board, the Chief Executive Officer or the Board may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

Section 1.3. Special Meetings. Unless otherwise required by law or by the certificate of incorporation of the Corporation (including the terms of any certificate of designation with respect to any series of preferred stock), as amended and restated from time to time (the “**Certificate of Incorporation**”), special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called only by the Chairperson of the Board, the Chief Executive Officer or the Board or a majority of stockholders. If any person(s) other than the Board calls a special meeting, the request shall (a) be in writing, (b) specify the general nature of the business proposed to be transacted and (c) be delivered personally or sent by registered mail, return receipt requested, or by facsimile transmission to the Chairperson of the Board, Chief Executive Officer (or, in the absence of a Chief Executive Officer, the President) or Secretary. The officer of the Company receiving the request shall cause notice to be promptly given to the stockholders entitled to vote at such meeting, in accordance with these bylaws, that a meeting will be held at the place, if any, and hour determined by the Board, which shall not be fewer than 30 nor more than 120 days after the date of receipt of the request. At a special meeting of stockholders, only such business shall be conducted as shall be specified in the notice of

¹ NTD: To be updated to reflect revised entity name.

meeting. The Board may postpone, reschedule or cancel any special meeting of stockholders previously called by any of them.

Section 1.4. Notice. Whenever stockholders of the Corporation are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law or the Certificate of Incorporation, written notice of any meeting shall be given either personally, by mail or by electronic transmission (if permitted under the circumstances by the DGCL) not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail with postage thereon prepaid, addressed to the stockholder at the stockholder's address as it appears on the stock transfer books of the Corporation. If notice is given by means of electronic transmission, such notice shall be deemed to be given at the times provided in the DGCL. Any stockholder may waive notice of any meeting before or after the meeting. The attendance of a stockholder at any meeting shall constitute a waiver of notice at such meeting, except where the stockholder attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of stockholders need be specified in any waiver of notice unless so required by law.

Section 1.5. Adjournments. Any meeting of stockholders of the Corporation may be adjourned or recessed from time to time to reconvene at the same or some other place, if any, by holders of a majority of the voting power of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, though less than a quorum, or by any officer entitled to preside at or to act as secretary of such meeting, and notice need not be given of any such adjourned or recessed meeting (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication) if the time and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned or recessed meeting, are (a) announced at the meeting at which the adjournment or recess is taken, (b) displayed during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication or (c) set forth in the notice of meeting given in accordance with these Bylaws. At the adjourned or recessed meeting, the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, notice of the adjourned meeting in accordance with the requirements of Section 1.4 of these Bylaws shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned

meeting and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

Section 1.6. Quorum. Unless otherwise required by applicable law or the Certificate of Incorporation, the holders of a majority of the voting power of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at a meeting of stockholders. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to such vote. If a quorum shall not be present or represented at any meeting of stockholders, the chairperson of the meeting, any officer entitled to preside at or to act as secretary of such meeting or the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 1.5 of these Bylaws, until a quorum shall be present or represented. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Section 1.7. Voting.

(a) Matters Other Than Election of Directors. Any matter brought before any meeting of stockholders of the Corporation, other than the election of directors, shall be decided by the affirmative vote of the holders of a majority of the voting power of the Corporation's capital stock present in person or represented by proxy at the meeting and entitled to vote on such matter, voting as a single class, unless the matter is one upon which, by express provision of law, the Certificate of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such matter. Except as provided in the Certificate of Incorporation, every stockholder having the right to vote shall have one vote for each share of stock having voting power registered in such stockholder's name on the books of the Corporation. Such votes may be cast in person or by proxy as provided in Section 1.10 of these Bylaws. The Board, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in such officer's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(b) Election of Directors. Except as provided in Section 2.8 of these Bylaws, election of directors at all meetings of the stockholders at which directors are to be elected shall be by a plurality of the votes cast.

Section 1.8. Voting of Stock of Certain Holders. Shares of stock of the Corporation standing in the name of a deceased person, a minor, an incompetent or a debtor in a case under Title 11, United States Code, and entitled to vote may be voted by an administrator, executor, guardian, conservator, debtor-in-possession or trustee, as the case may be, either in person or by proxy, without transfer of such shares into the name of the official or other person so voting. A stockholder whose shares of stock of the Corporation are pledged shall be entitled to vote such shares, unless on the transfer records of the Corporation such stockholder has expressly empowered the pledgee to vote such shares, in which case only the pledgee, or the pledgee's proxy, may vote such shares.

Section 1.9. Treasury Stock. Shares of stock of the Corporation belonging to the Corporation, or to another corporation a majority of the shares entitled to vote in the election of

directors of which are held by the Corporation, shall not be voted at any meeting of stockholders of the Corporation and shall not be counted in the total number of outstanding shares for the purpose of determining whether a quorum is present. Nothing in this Section 1.9 shall limit the right of the Corporation to vote shares of stock of the Corporation held by it in a fiduciary capacity.

Section 1.10. Proxies. Each stockholder entitled to vote at a meeting of stockholders of the Corporation may authorize another person or persons to act for such stockholder by proxy filed with the Secretary before or at the time of the meeting. No such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period.

Section 1.11. Consent of Stockholders in Lieu of Meeting. Any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded.

Section 1.12. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make or have prepared and made, at least ten (10) days before every meeting of stockholders of the Corporation, a complete list of the stockholders entitled to vote at the meeting (provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section 1.12 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days ending on the day before the meeting date: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation.

Section 1.13. Record Date. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders of the Corporation or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If

no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, but the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 1.13 at the adjourned meeting.

Section 1.14. Organization and Conduct of Meetings. The Chairperson of the Board shall act as chairperson of meetings of stockholders of the Corporation (the “**Chairperson of the Meeting**”). The Board may designate any other director or officer of the Corporation to act as Chairperson of the Meeting in the absence of the Chairperson of the Board, and the Board may further provide for determining who shall act as Chairperson of the Meeting in the absence of the Chairperson of the Board and such designee. If the Chairperson of the Board is absent and the Board has not designated a replacement for Chairperson of the Meeting, the Vice Chairperson of the Board, if any, or in the absence of the foregoing person, the Chief Executive Officer, if any, or in the absence of the foregoing person, a Vice President of the Company, if any, or in the absence of the foregoing person, the Secretary, or in the absence of the foregoing person, a chairperson chosen at such meeting by the holders of a majority of the shares present or represented at such meeting, shall serve as the Chairperson of the Meeting. The Board may adopt by resolution such rules and regulations for the conduct of any meeting of stockholders as it shall deem appropriate. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairperson of the meeting, may include the following: (a) the establishment of an agenda or order of business for the meeting; (b) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (c) rules and procedures for maintaining order at the meeting and the safety of those present; (d) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants. Except to the extent inconsistent with the rules and regulations as adopted by the Board, the Chairperson of the Meeting shall have the right and authority to convene and (for any or no reason) to recess or adjourn the meeting to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such Chairperson of the Meeting, are appropriate for the proper conduct of the meeting. Except to the extent determined by the Board or the Chairperson of the Meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary, or in the Secretary’s absence an Assistant Secretary, shall act as secretary of the meeting of stockholders, but if neither the Secretary nor an Assistant Secretary is present, the Chairperson of the Meeting shall appoint any person present to act as secretary of the meeting.

ARTICLE II

DIRECTORS

Section 2.1. Number; Term. The Board shall consist of one or more members. Unless the Certificate of Incorporation fixes the number of directors, the number of directors shall be fixed, from time to time, exclusively by the Board, subject to any limitations in any stockholder agreement or the rights of the holders of preferred stock with respect to the election of directors, if any. Each director shall hold office until a successor is duly elected and qualified or until the director's death, resignation, disqualification or removal.

Section 2.2. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate of Incorporation required to be exercised or done by the stockholders.

Section 2.3. Meetings. The Board may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as may from time to time be determined by the Board. Special meetings of the Board may be called by the Chairperson of the Board (if there be one), the Chief Executive Officer or the Board and shall be held at such place, on such date and at such time as he, she or it shall specify.

Section 2.4. Notice. Notice of any meeting of the Board stating the place, date and time of the meeting shall be given to each director by mail posted not less than five (5) days before the date of the meeting, by nationally recognized overnight courier deposited not less than two (2) days before the date of the meeting or by email, facsimile or other means of electronic communication delivered or sent not less than twenty-four (24) hours before the date and time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. If mailed or sent by overnight courier, such notice shall be deemed to be given at the time when it is deposited in the United States mail with first class postage prepaid or deposited with the overnight courier. Notice by facsimile or other electronic transmission shall be deemed given when the notice is transmitted. Any director may waive notice of any meeting before or after the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where the director attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice or waiver of notice of such meeting unless so required by law.

Section 2.5. Chairperson of the Board. The Chairperson of the Board shall be chosen from among the directors and may be the Chief Executive Officer. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the Chairperson of the Board shall preside at all meetings of stockholders and of the Board. The Chairperson of the Board shall have such other powers and duties as may from time to time be assigned by the Board.

Section 2.6. Organization. At each meeting of the Board, the Chairperson of the Board, or, in the Chairperson's absence, a director chosen by a majority of the directors present, shall act as chairperson. The Secretary shall act as secretary at each meeting of the Board. In case the

Secretary shall be absent from any meeting of the Board, an assistant secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all assistant secretaries, the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.7. Resignations and Removals of Directors. Any director of the Corporation may resign at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board, the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event, and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Subject to any limitations in any stockholder agreement or the rights of holders of any series of preferred stock with respect to the election of directors, a director may be removed from office by the stockholders of the Corporation in accordance with the provisions of the DGCL.

Section 2.8. Newly Created Directorships and Vacancies. Any newly created directorships and any vacancies on the Board may be filled by the affirmative votes of a majority of the remaining members of the Board, although less than a quorum. A director so elected shall hold office until the earlier of the expiration of the term of the director whom he or she has replaced, the proper election and qualification of a successor or that director's death, resignation, disqualification or removal.

Section 2.9. Quorum. At all meetings of the Board, a majority of directors constituting the Board shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 2.10. Actions of the Board by Written Consent. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all the members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission are filed with the minutes of proceedings of the Board or committee.

Section 2.11. Telephonic Meetings. Members of the Board, or any committee thereof, may participate in a meeting of the Board or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.11 shall constitute presence in person at such meeting.

Section 2.12. Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation and, to the extent permitted by law, to have and exercise such authority as may be provided for in the resolutions creating such committee, as such resolutions may be amended from time to time. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of an alternate member to replace the absent or disqualified member, the member or members

thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member. Each committee shall keep regular minutes and report to the Board when required. A majority of any committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. The Board shall have the power at any time to fill vacancies in, to change the membership of or to dissolve any such committee.

Section 2.13. Compensation. The Board shall have the authority to fix the compensation of directors. The directors shall be paid their reasonable expenses, if any, of attendance at each meeting of the Board or any committee thereof and may be paid a fixed sum for attendance at each such meeting and an annual retainer or salary for service as director or committee member, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who are full-time employees of the Corporation shall not receive any compensation for their service as director.

Section 2.14. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of the Corporation's directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee that authorizes the contract or transaction.

ARTICLE III

OFFICERS

Section 3.1. General. The officers of the Corporation shall be chosen by the Board and shall be a Chief Executive Officer (or, alternatively, a President), a Secretary and a Treasurer. The Board, in its discretion, may also choose a Chairperson of the Board (who must be a director), a Vice Chairperson of the Board (who must be a director), a President, a Chief Financial Officer, one or more Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Assistant Secretaries, Assistant Treasurers and such other officers as the Board from time to time may deem appropriate. Any two or more offices may be held by the same person.

The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairperson of the Board or the Vice Chairperson of the Board, directors of the Corporation.

Section 3.2. Election; Term. The Board shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board, and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer may be removed at any time by the Board. Any officer may resign upon notice given in writing or electronic transmission to the Chief Executive Officer (or, if none, the President) or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event. Any vacancy occurring in any office of the Corporation shall be filled in the manner prescribed in this Article III.

Section 3.3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer (or, if none, the President) or any other officer authorized to do so by the Board, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority. The Board may, by resolution, from time to time confer like powers upon any other person or persons.

Section 3.4. Chief Executive Officer. The Chief Executive Officer shall, subject to the control of the Board, have general supervision over the business of the Corporation and shall direct the affairs and policies of the Corporation. The Chief Executive Officer shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws or by the Board.

Section 3.5. President. The President (if any) shall act in a general executive capacity and shall assist the Chief Executive Officer in the administration and operation of the Corporation's business and general supervision of its policies and affairs. The President shall, in the absence of or because of the inability to act of the Chief Executive Officer or if there be none, perform all duties of the Chief Executive Officer.

Section 3.6. Executive Vice Presidents, Senior Vice Presidents and Vice Presidents. The Executive Vice Presidents (if any), Senior Vice Presidents (if any) and such other Vice Presidents as shall have been chosen by the Board shall have such powers and shall perform such duties as shall be assigned to them by the Board.

Section 3.7. Secretary. The Secretary shall give the requisite notice of meetings of stockholders and directors and shall record the proceedings of such meetings and, besides the

Secretary's powers and duties prescribed by law, shall have such other powers and perform such other duties as shall at any time be assigned to such officer by the Board.

Section 3.8. Treasurer. The Treasurer shall have charge of the funds and securities of the Corporation and shall have such other powers and perform such other duties as shall at any time be assigned to such officer by the Board.

Section 3.9. Assistant Secretaries. Assistant Secretaries (if any) shall assist the Secretary in the discharge of the Secretary's duties, shall have such powers and perform such other duties as shall at any time be assigned to them by the Board and, in the absence or disability of the Secretary, shall perform the duties of the Secretary's office, subject to the control of the Board.

Section 3.10. Assistant Treasurers. Assistant Treasurers (if any) shall assist the Treasurer in the discharge of the Treasurer's duties, shall have such powers and perform such other duties as shall at any time be assigned to them by the Board and, in the absence or disability of the Treasurer, shall perform the duties of the Treasurer's office, subject to the control of the Board.

Section 3.8. Other Officers. Such other officers as the Board may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board. The Board may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE IV

STOCK

Section 4.1. Stock Certificates. Unless otherwise provided by resolution of the Board, each class or series of shares of the Corporation's capital stock shall be issued in uncertificated form pursuant to the customary arrangements for issuing shares in such form. The name of the holder of record of the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Company. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of, the Company by any two authorized officers of the Company representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. Uncertificated shares shall be transferable only on the books of the Corporation by the holder thereof in person or by attorney upon presentment of proper evidence of succession, assignation or authority to transfer in accordance with the customary procedures for transferring shares in uncertificated form.

Section 4.2. Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any

rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be the close of business on the day on which the Board adopts the resolution relating thereto.

Section 4.3. Dividends. Subject to applicable law and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board at any regular or special meeting of the Board. Dividends may be paid in cash, in property, or in shares of the Corporation's capital stock, unless otherwise provided by applicable law or the Certificate of Incorporation.

Section 4.4. Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

ARTICLE V

MISCELLANEOUS

Section 5.1. Contracts. The Board may authorize any officer or officers or any agent or agents to enter into any contract or execute and deliver any instrument or other document in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 5.2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

Section 5.3. Fiscal Year. The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board. Unless otherwise fixed by the Board, the fiscal year of the Corporation shall be the calendar year.

Section 5.4. Corporate Seal. The Company may adopt a corporate seal, which shall be in such form as may be approved from time to time by the Board. The Company may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 5.5. Offices. The Corporation shall maintain a registered office inside the State of Delaware and may also have other offices outside or inside the State of Delaware. The books of the Corporation may be kept (subject to any applicable law) outside the State of Delaware at the principal executive offices of the Corporation or at such other place or places as may be designated from time to time by the Board.

Section 5.6. Conflict with Certificate of Incorporation. These Bylaws are adopted subject to the Certificate of Incorporation. Whenever these Bylaws may conflict with the Certificate of Incorporation, such conflict shall be resolved in favor of the Certificate of Incorporation.

Section 5.7. Execution in Counterpart and by Electronic Means. Subject to the DGCL, signatures on any notice, resolution, requisition, statement or other document required or permitted to be executed for the purposes of the DGCL may be obtained by means of facsimile or other electronic means or by execution of several documents of like form, each of which is executed by one or more persons, and such documents, when duly executed by all persons required or permitted, as the case may be, to do so, shall be deemed to constitute one document for the purposes of the DGCL.

Section 5.8. Waiver of Notice. Whenever any notice is required to be given to any stockholder or director of the Corporation under the provisions of the DGCL or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders or any regular or special meeting of the Board or committee thereof need be specified in any waiver of notice of such meeting unless so required by law.

Section 5.9. Forum for Certain Actions.

(a) Forum. Unless a majority of the Board, acting on behalf of the Corporation, consents in writing to the selection of an alternative forum (which consent may be given at any time, including during the pendency of litigation), the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another state court located within the State of Delaware or, if no court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware) shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any of its directors, officers or other employees arising pursuant to any provision of the DGCL, the Certificate of Incorporation or these Bylaws (in each case, as may be amended from time to time), (iv) any action asserting a claim against the Corporation or any of its directors, officers or other employees governed by the internal affairs doctrine of the State of Delaware or (v) any other action asserting an "internal corporate claim," as defined in Section 115 of the DGCL, in all cases subject to the court's having personal jurisdiction over all indispensable parties named as defendants.

(b) Personal Jurisdiction. If any action the subject matter of which is within the scope of subparagraph (a) of this Section 5.9 is filed in a court other than a court located within the State of Delaware (a "**Foreign Action**") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce subparagraph (a) of this Section 5.9 (an "**Enforcement Action**") and (ii) having service of process made upon such stockholder in any such Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

(c) Enforceability. If any provision of this Section 5.9 shall be held to be invalid, illegal or unenforceable as applied to any person, entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Section 5.8, and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

Section 5.10. Notice to Stockholders Sharing an Address.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Company under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any stockholder who fails to object in writing to the Company, within 60 days of having been given written notice by the Company of its intention to send the single notice permitted under this Section 5.10, shall be deemed to have consented to receiving such single written notice. This Section 5.10 shall not apply to Section 164, Section 296, Section 311, Section 312 or Section 324 of the DGCL.

Section 5.11. Notice to Person with Whom Communication is Unlawful.

Whenever notice is required to be given, under the DGCL, the certificate of incorporation or these bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Company is such as to require the filing of a certificate under the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

Section 5.12. Ratification. Any transaction, questioned in any lawsuit on the ground of lack of authority, defective or irregular execution, adverse interest of director, officer or stockholder, non disclosure, miscomputation, or the application of improper principles or practices of accounting, may be ratified before or after judgment, by the Board or by the stockholders, and if so ratified shall have the same force and effect as if the questioned transaction had been originally duly authorized. Such ratification shall be binding upon the Corporation and its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

ARTICLE VI

AMENDMENTS

These Bylaws may be adopted, amended, altered or repealed by the Board or by the stockholders of the Corporation by the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class; provided, however, that, in the case of any adoption, amendment, alteration or repeal of these Bylaws by the stockholders of the Corporation, notwithstanding any other provision of these Bylaws, and in addition to any other vote that may be required by law or the terms of any series of preferred stock, the affirmative vote of the holders of at least eighty percent (80%) of the voting power of all of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend, alter, repeal or adopt any provision inconsistent with Sections 1.3, 1.7(b), 1.11, 2.1 or 2.8 or this Article VI.

* * *

Adopted as of: _____, 2024

Exhibit D-2

Amended and Restated Certificate of Incorporation of Proterra Inc

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
[PROTERRA INC]¹

Proterra Inc, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware “the Corporation”, does hereby certify that the Certificate of Incorporation of this incorporation are amended and restated to read as follows:

FIRST: The name of the corporation (which is hereinafter referred to as the “Corporation”) is Proterra Inc.

SECOND: The address of the Corporation’s registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of the Corporation’s registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of all classes of capital stock which the Corporation shall have the authority to issue is [●] shares of common stock with a par value of \$0.0001 per share.

FIFTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation (“Board”) is expressly authorized to make, alter or repeal the By-laws of the Corporation, subject to any specific limitation on such power contained in any By-laws adopted by the stockholders. Elections of directors need not be by written ballot unless the By-laws of the Corporation so provide.

SIXTH: No director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except for liability (a) of a director or officer for any breach of the director’s or officer’s duty of loyalty to the Corporation or its stockholders, (b) of a director or officer for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) of a director under Section 174 of the General Corporation Law of Delaware, (d) of a director or officer for any transaction from which the director or officer derived an improper personal benefit or (e) of an officer in any action by or in the right of the Corporation. If the General Corporation Law of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of Delaware, as so amended. Any repeal or modification of this

¹ NTD: To be updated to reflect revised entity name.

Article Sixth by the stockholders of the Corporation shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or modification. For purposes of this Article Sixth, “officer” shall have the meaning provided in Section 102(b)(7) of the General Corporation Law of Delaware, as it presently exists or may hereafter be amended from time to time.

SEVENTH: Each person who is or was a director or officer of the Corporation, and each person who serves or served at the request of the Corporation as a director or officer of another enterprise, shall be indemnified by the Corporation in accordance with, and to the fullest extent authorized by, the General Corporation Law of Delaware as it may be in effect from time to time.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are granted subject to this reservation.

NINTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim for breach of a fiduciary duty owed by any director, officer, employee or agent of the Corporation to the Corporation or the Corporation’s stockholders, (c) any action asserting a claim arising pursuant to any provision of the General Corporation Law of Delaware or the Certificate of Incorporation or bylaws of the Corporation or (d) any action asserting a claim governed by the internal affairs doctrine, in each case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein.

TENTH:

1. Right to Indemnification and Advancement. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a “Proceeding”), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer or trustee of another corporation or of any other Person or enterprise, including, without limitation, service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action or inaction in an official capacity as a director, officer or trustee or in any other capacity while serving as a director, officer or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of Delaware, as the same exists as of the date hereof or as may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide both prior to such amendment and as of the date hereof), against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, excise taxes of the Employee Retirement Income Security Act of 1974 or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to

be a director, officer or trustee and shall inure to the benefit of his or her heirs, executors and administrators; *provided, however*, that, except as provided in Section 2 of this Article Tenth, the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Article Tenth shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in connection with any such Proceeding in advance of its final disposition; *provided, however*, that, if the General Corporation Law of Delaware requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a Proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article Tenth or otherwise. The Corporation may, by action of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors, officers and trustees.

2. Right of Claimant to Bring Suit. If a claim under Section 1 of this Article Tenth is not paid in full by the Corporation within thirty days after written notice thereof has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in connection with any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation, and as to any such other action as to which it shall not be a defense) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including, without limitation, the Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct under the General Corporation Law of Delaware, nor an actual determination by the Corporation (including, without limitation, the Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

3. Indemnitor of First Resort. The Corporation acknowledges that the directors designated by the Majority Holder (as defined below) (collectively, the “Fund Directors” and each, a “Fund Director”) have certain rights to indemnification, advancement of expenses and/or insurance provided by their employers and certain of their Affiliates (collectively, the “Fund Indemnitors”). To the extent the Corporation has an indemnity obligation hereunder, the Corporation shall (a) act as the indemnitor of first resort (i.e., its obligations to the Fund Directors are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such directors are secondary), (b) be required to advance the full amount of expenses incurred by

the Fund Directors and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent not prohibited by (and not merely to the extent affirmatively permitted by) applicable law and as required by the terms of this Certificate of Incorporation of the Corporation (or any other agreement between the Corporation and a Fund Director), without regard to any rights a Fund Director may have against the Fund Indemnitors and (c) irrevocably waive, relinquish and release the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. No advancement or payment by the Fund Indemnitors on behalf of a Fund Director with respect to any claim for which such director has sought indemnification from the Corporation shall affect the foregoing. The Corporation shall promptly reimburse upon demand the Fund Indemnitors making any advancement or payment on behalf of a Fund Director with respect to any such claim, and, to the extent not fully reimbursed by the Corporation, the Fund Indemnitors shall have a right of contribution and/or to be subrogated to the extent of such advancement or payment to all of the rights of recovery of such director against the Corporation.

4. Non-Exclusivity of Rights. The rights to indemnification and the payment of expenses incurred in connection with a Proceeding in advance of its final disposition conferred in this Article Tenth shall not be (and they shall not be deemed to be) exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

5. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, trustee, employee or agent of the Corporation or another corporation, or of a partnership, joint venture, trust or other enterprise against any expense, liability or loss (as such terms are used in this Article Tenth), whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of Delaware.

6. Impairment of Existing Rights. Any repeal or modification of this Article Tenth shall not impair or otherwise affect any rights, or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

7. Construction and Presumption. This Article Tenth shall be liberally construed in favor of indemnification and the payment of expenses incurred in connection with a Proceeding in advance of its final disposition. There shall be a rebuttable presumption that a claimant under this Article Tenth is entitled to such indemnification and the Corporation shall bear the burden of proving by a preponderance of the evidence that such claimant is not so entitled to indemnification.

8. Confidentiality. Any finding that a person asserting a claim for indemnification pursuant to this Article Tenth is not entitled to such indemnification, and any non-public information which may support such finding, shall be held in confidence to the extent permitted by law and shall not be disclosed to any third party.

9. Severability. If any provision or provisions of this Article Tenth shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Tenth (including, without limitation, each portion of any paragraph of this Article Tenth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Article Tenth (including, without limitation, each such portion of any paragraph of this Article Tenth containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to require the Corporation to indemnify and advance expenses.

ELEVENTH:

1. In recognition and anticipation that (a) certain directors, principals, members, officers, associated funds, employees and/or other representatives of the Majority Holder may serve as directors, officers or agents of the Corporation, (b) the Majority Holder may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, and (c) members of the Board who are not employees of the Corporation (“Non-Employee Directors”) and their respective Affiliates may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article Eleventh are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve any of the Majority Holder or the Non-Employee Directors and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

2. None of (a) the Majority Holder or (b) any Non-Employee Director (including, with respect to any Non-Employee Director who serves as an officer of the Corporation, in both his or her director and officer capacities) or his or her Affiliates (the Persons identified in clauses (a) and (b) above being referred to, collectively, as “Identified Persons” and, individually, as an “Identified Person”) shall, to the fullest extent permitted by law, have any duty to refrain from directly or indirectly (1) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages or proposes to engage or (2) otherwise competing with the Corporation or any of its Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. To the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for an Identified Person and the Corporation or any of its Affiliates, except as provided in Section 4 of this Article Eleventh. Subject to said Section 4 of this Article Eleventh, in the event that any Identified Person acquires knowledge of a potential transaction or other

matter or business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no fiduciary duty or other duty (contractual or otherwise) to communicate, present or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty or other duty (contractual or otherwise) as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, offers or directs such corporate opportunity to another Person, or does not present such corporate opportunity to the Corporation or any of its Affiliates.

3. The Corporation and its Affiliates do not have any rights in or to the business ventures of any Identified Person, or the income or profits derived therefrom, and the Corporation agrees that each of the Identified Persons may do business with any potential or actual customer, client or supplier of the Corporation or may employ or otherwise engage any officer or employee of the Corporation.

4. The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director (including any Non-Employee Director who serves as an officer of this Corporation) if such opportunity is expressly offered to such person in writing solely in his or her capacity as a director or officer of the Corporation, and the provisions of Section 2 of this Article Eleventh shall not apply to any such corporate opportunity.

5. In addition to and notwithstanding the foregoing provisions of this Article Eleventh, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (a) the Corporation is neither financially or legally able, nor contractually permitted to undertake, (b) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (c) is one in which the Corporation has no interest or reasonable expectancy.

6. The Corporation shall not, without the prior written consent of the Majority Holder, amend, modify or revoke the provisions set forth in this Article Eleventh or any of the related definitions in Article Thirteenth at any time the Majority Holder holds any stock. Each stockholder of the Corporation hereby agrees to take all actions necessary or desirable to effect the foregoing sentence, including voting for or consenting to, or voting against or refusing to consent to, amendments to the Certificate of Incorporation (whether effected by merger, consolidation or otherwise) in order to give effect to the immediately preceding sentence. If any provision or provisions of this Article Eleventh or any of the related definitions in Article Thirteenth shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Eleventh or any of the related definitions in Article Thirteenth (including, without limitation, each portion of any paragraph of this Article Eleventh or any of the related definitions in Article Thirteenth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Article Eleventh or any of the related definitions in Article

Thirteenth (including, without limitation, each such portion of any paragraph of this Article Eleventh or any of the related definitions in Article Thirteenth containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law. This Article Eleventh or any of the related definitions in Article Thirteenth shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director or officer of the Corporation under this Certificate of Incorporation, the bylaws of the Corporation, applicable law, any agreement or otherwise. This Article Eleventh or any of the related definitions in Article Thirteenth supersedes any conflicting corporate policies (including, without limitation, any procedures required under any corporate policy).

7. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the corporation shall be deemed to have notice of and to have consented to the provisions of this Article Eleventh or any of the related definitions in Article Thirteenth.

TWELFTH: The Corporation shall not issue any class of non-voting equity securities unless and solely to the extent permitted by Section 1123(a)(6) of title 11 of the United States Code (the “Bankruptcy Code”) as in effect on the date of filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware; provided, however, that this Article Twelfth (a) will have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (b) will have such force and effect, if any, only for so long as Section 1123(a)(6) of the Bankruptcy Code is in effect and applicable to the Corporation and (c) in all events may be amended or eliminated from time to time in accordance with applicable law.

THIRTEENTH: As used in this Certificate of Incorporation, the following terms shall have the following meaning:

1. “Affiliate” of any particular Person means any other Person, directly or indirectly, controlling, controlled by, or under common control with, such particular Person. For the purposes of this definition, “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

2. “Majority Holder” means Anthelion Capital Partners LLC and its Affiliates (other than the Corporation and the Subsidiaries of the Corporation, if any) and their successors and assigns.

3. “Person” means an individual, corporation, limited liability company or partnership, association, joint stock company, trust, joint venture, unincorporated organization, the United States of America or any other nation, any state or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government, or other entity of any nature, including, without limitation, any pension, profit sharing or other benefit plan or trust.

4. “Subsidiary” means: (a) any Person of which the Corporation owns, directly or indirectly, securities having a majority of the voting power in electing the board of directors directly or through one or more subsidiaries (or, in the case of a partnership, limited liability company or other similar entity, securities conveying, directly or indirectly, a majority of the economic interests in such partnership or entity), or (b) any other Person of which the Corporation or any Subsidiary serves as general partner or managing member. The term Subsidiary shall include all Subsidiaries of such Subsidiary.

The foregoing amended and restated certificate of incorporation was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

[Signature Page Follows]

In WITNESS WHEREOF, Proterra Inc has caused this certificate to be signed by its [●], this [●] day of [●], 2024.

Name:

Title:

Exhibit D-3

Amended and Restated Bylaws of Proterra Operating Company, Inc.

AMENDED AND RESTATED BYLAWS
OF
[PROTERRA OPERATING COMPANY, INC.]¹
(hereinafter called the “**Corporation**”)

ARTICLE I

MEETINGS OF STOCKHOLDERS

Section 1.1. Place of Meetings. Meetings of the stockholders of the Corporation for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the board of directors of the Corporation (the “**Board**”). The Board may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communications as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware, as amended (the “**DGCL**”).

Section 1.2. Annual Meetings. The annual meeting of stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly be brought before the meeting in accordance with these amended and restated bylaws of the Corporation (as amended from time to time in accordance with the provisions hereof, these “**Bylaws**”) shall be held on such date and at such time as shall be designated from time to time by the Board. The Chairperson of the Board, the Chief Executive Officer or the Board may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

Section 1.3. Special Meetings. Unless otherwise required by law or by the certificate of incorporation of the Corporation (including the terms of any certificate of designation with respect to any series of preferred stock), as amended and restated from time to time (the “**Certificate of Incorporation**”), special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called only by the Chairperson of the Board, the Chief Executive Officer or the Board or a majority of stockholders. If any person(s) other than the Board calls a special meeting, the request shall (a) be in writing, (b) specify the general nature of the business proposed to be transacted and (c) be delivered personally or sent by registered mail, return receipt requested, or by facsimile transmission to the Chairperson of the Board, Chief Executive Officer (or, in the absence of a Chief Executive Officer, the President) or Secretary. The officer of the Company receiving the request shall cause notice to be promptly given to the stockholders entitled to vote at such meeting, in accordance with these bylaws, that a meeting will be held at the place, if any, and hour determined by the Board, which shall not be fewer than 30 nor more than 120 days after the date of receipt of the request. At a special meeting of stockholders, only such business shall be conducted as shall be specified in the notice of meeting. The Board may postpone, reschedule or cancel any special meeting of stockholders previously called by any of them.

¹ NTD: To be updated to reflect revised entity name.

Section 1.4. Notice. Whenever stockholders of the Corporation are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law or the Certificate of Incorporation, written notice of any meeting shall be given either personally, by mail or by electronic transmission (if permitted under the circumstances by the DGCL) not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail with postage thereon prepaid, addressed to the stockholder at the stockholder's address as it appears on the stock transfer books of the Corporation. If notice is given by means of electronic transmission, such notice shall be deemed to be given at the times provided in the DGCL. Any stockholder may waive notice of any meeting before or after the meeting. The attendance of a stockholder at any meeting shall constitute a waiver of notice at such meeting, except where the stockholder attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of stockholders need be specified in any waiver of notice unless so required by law.

Section 1.5. Adjournments. Any meeting of stockholders of the Corporation may be adjourned or recessed from time to time to reconvene at the same or some other place, if any, by holders of a majority of the voting power of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, though less than a quorum, or by any officer entitled to preside at or to act as secretary of such meeting, and notice need not be given of any such adjourned or recessed meeting (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication) if the time and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned or recessed meeting, are (a) announced at the meeting at which the adjournment or recess is taken, (b) displayed during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication or (c) set forth in the notice of meeting given in accordance with these Bylaws. At the adjourned or recessed meeting, the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, notice of the adjourned meeting in accordance with the requirements of Section 1.4 of these Bylaws shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

Section 1.6. Quorum. Unless otherwise required by applicable law or the Certificate of Incorporation, the holders of a majority of the voting power of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at a meeting of stockholders. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to such vote. If a quorum shall not be present or represented at any meeting of stockholders, the chairperson of the meeting, any officer entitled to preside at or to act as secretary of such meeting or the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 1.5 of these Bylaws, until a quorum shall be present or represented. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Section 1.7. Voting.

(a) Matters Other Than Election of Directors. Any matter brought before any meeting of stockholders of the Corporation, other than the election of directors, shall be decided by the affirmative vote of the holders of a majority of the voting power of the Corporation's capital stock present in person or represented by proxy at the meeting and entitled to vote on such matter, voting as a single class, unless the matter is one upon which, by express provision of law, the Certificate of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such matter. Except as provided in the Certificate of Incorporation, every stockholder having the right to vote shall have one vote for each share of stock having voting power registered in such stockholder's name on the books of the Corporation. Such votes may be cast in person or by proxy as provided in Section 1.10 of these Bylaws. The Board, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in such officer's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(b) Election of Directors. Except as provided in Section 2.8 of these Bylaws, election of directors at all meetings of the stockholders at which directors are to be elected shall be by a plurality of the votes cast.

Section 1.8. Voting of Stock of Certain Holders. Shares of stock of the Corporation standing in the name of a deceased person, a minor, an incompetent or a debtor in a case under Title 11, United States Code, and entitled to vote may be voted by an administrator, executor, guardian, conservator, debtor-in-possession or trustee, as the case may be, either in person or by proxy, without transfer of such shares into the name of the official or other person so voting. A stockholder whose shares of stock of the Corporation are pledged shall be entitled to vote such shares, unless on the transfer records of the Corporation such stockholder has expressly empowered the pledgee to vote such shares, in which case only the pledgee, or the pledgee's proxy, may vote such shares.

Section 1.9. Treasury Stock. Shares of stock of the Corporation belonging to the Corporation, or to another corporation a majority of the shares entitled to vote in the election of directors of which are held by the Corporation, shall not be voted at any meeting of stockholders of the Corporation and shall not be counted in the total number of outstanding shares for the

purpose of determining whether a quorum is present. Nothing in this Section 1.9 shall limit the right of the Corporation to vote shares of stock of the Corporation held by it in a fiduciary capacity.

Section 1.10. Proxies. Each stockholder entitled to vote at a meeting of stockholders of the Corporation may authorize another person or persons to act for such stockholder by proxy filed with the Secretary before or at the time of the meeting. No such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period.

Section 1.11. Consent of Stockholders in Lieu of Meeting. Any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded.

Section 1.12. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make or have prepared and made, at least ten (10) days before every meeting of stockholders of the Corporation, a complete list of the stockholders entitled to vote at the meeting (provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section 1.12 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days ending on the day before the meeting date: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation.

Section 1.13. Record Date. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders of the Corporation or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next

preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, but the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 1.13 at the adjourned meeting.

Section 1.14. Organization and Conduct of Meetings. The Chairperson of the Board shall act as chairperson of meetings of stockholders of the Corporation (the “**Chairperson of the Meeting**”). The Board may designate any other director or officer of the Corporation to act as Chairperson of the Meeting in the absence of the Chairperson of the Board, and the Board may further provide for determining who shall act as Chairperson of the Meeting in the absence of the Chairperson of the Board and such designee. If the Chairperson of the Board is absent and the Board has not designated a replacement for Chairperson of the Meeting, the Vice Chairperson of the Board, if any, or in the absence of the foregoing person, the Chief Executive Officer, if any, or in the absence of the foregoing person, a Vice President of the Company, if any, or in the absence of the foregoing person, the Secretary, or in the absence of the foregoing person, a chairperson chosen at such meeting by the holders of a majority of the shares present or represented at such meeting, shall serve as the Chairperson of the Meeting. The Board may adopt by resolution such rules and regulations for the conduct of any meeting of stockholders as it shall deem appropriate. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairperson of the meeting, may include the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants. Except to the extent inconsistent with the rules and regulations as adopted by the Board, the Chairperson of the Meeting shall have the right and authority to convene and (for any or no reason) to recess or adjourn the meeting to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such Chairperson of the Meeting, are appropriate for the proper conduct of the meeting. Except to the extent determined by the Board or the Chairperson of the Meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary, or in the Secretary’s absence an Assistant Secretary, shall act as secretary of the meeting of stockholders, but if neither the Secretary nor an Assistant Secretary is present, the Chairperson of the Meeting shall appoint any person present to act as secretary of the meeting.

ARTICLE II

DIRECTORS

Section 2.1. Number; Term. The Board shall consist of one or more members. Unless the Certificate of Incorporation fixes the number of directors, the number of directors shall be fixed, from time to time, exclusively by the Board, subject to any limitations in any stockholder agreement or the rights of the holders of preferred stock with respect to the election of directors, if any. Each director shall hold office until a successor is duly elected and qualified or until the director's death, resignation, disqualification or removal.

Section 2.2. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate of Incorporation required to be exercised or done by the stockholders.

Section 2.3. Meetings. The Board may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as may from time to time be determined by the Board. Special meetings of the Board may be called by the Chairperson of the Board (if there be one), the Chief Executive Officer or the Board and shall be held at such place, on such date and at such time as he, she or it shall specify.

Section 2.4. Notice. Notice of any meeting of the Board stating the place, date and time of the meeting shall be given to each director by mail posted not less than five (5) days before the date of the meeting, by nationally recognized overnight courier deposited not less than two (2) days before the date of the meeting or by email, facsimile or other means of electronic communication delivered or sent not less than twenty-four (24) hours before the date and time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. If mailed or sent by overnight courier, such notice shall be deemed to be given at the time when it is deposited in the United States mail with first class postage prepaid or deposited with the overnight courier. Notice by facsimile or other electronic transmission shall be deemed given when the notice is transmitted. Any director may waive notice of any meeting before or after the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where the director attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice or waiver of notice of such meeting unless so required by law.

Section 2.5. Chairperson of the Board. The Chairperson of the Board shall be chosen from among the directors and may be the Chief Executive Officer. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the Chairperson of the Board shall preside at all meetings of stockholders and of the Board. The Chairperson of the Board shall have such other powers and duties as may from time to time be assigned by the Board.

Section 2.6. Organization. At each meeting of the Board, the Chairperson of the Board, or, in the Chairperson's absence, a director chosen by a majority of the directors present, shall act as chairperson. The Secretary shall act as secretary at each meeting of the Board. In case the Secretary shall be absent from any meeting of the Board, an assistant secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary

and all assistant secretaries, the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.7. Resignations and Removals of Directors. Any director of the Corporation may resign at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board, the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event, and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Subject to any limitations in any stockholder agreement or the rights of holders of any series of preferred stock with respect to the election of directors, a director may be removed from office by the stockholders of the Corporation in accordance with the provisions of the DGCL.

Section 2.8. Newly Created Directorships and Vacancies. Any newly created directorships and any vacancies on the Board may be filled by the affirmative votes of a majority of the remaining members of the Board, although less than a quorum. A director so elected shall hold office until the earlier of the expiration of the term of the director whom he or she has replaced, the proper election and qualification of a successor or that director's death, resignation, disqualification or removal.

Section 2.9. Quorum. At all meetings of the Board, a majority of directors constituting the Board shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 2.10. Actions of the Board by Written Consent. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all the members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission are filed with the minutes of proceedings of the Board or committee.

Section 2.11. Telephonic Meetings. Members of the Board, or any committee thereof, may participate in a meeting of the Board or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.11 shall constitute presence in person at such meeting.

Section 2.12. Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation and, to the extent permitted by law, to have and exercise such authority as may be provided for in the resolutions creating such committee, as such resolutions may be amended from time to time. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at

the meeting in the place of any absent or disqualified member. Each committee shall keep regular minutes and report to the Board when required. A majority of any committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. The Board shall have the power at any time to fill vacancies in, to change the membership of or to dissolve any such committee.

Section 2.13. Compensation. The Board shall have the authority to fix the compensation of directors. The directors shall be paid their reasonable expenses, if any, of attendance at each meeting of the Board or any committee thereof and may be paid a fixed sum for attendance at each such meeting and an annual retainer or salary for service as director or committee member, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who are full-time employees of the Corporation shall not receive any compensation for their service as director.

Section 2.14. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of the Corporation's directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee that authorizes the contract or transaction.

ARTICLE III

OFFICERS

Section 3.1. General. The officers of the Corporation shall be chosen by the Board and shall be a Chief Executive Officer (or, alternatively, a President), a Secretary and a Treasurer. The Board, in its discretion, may also choose a Chairperson of the Board (who must be a director), a Vice Chairperson of the Board (who must be a director), a President, a Chief Financial Officer, one or more Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Assistant Secretaries, Assistant Treasurers and such other officers as the Board from time to time may deem appropriate. Any two or more offices may be held by the same person. The officers of the Corporation need not be stockholders of the Corporation nor, except in the

case of the Chairperson of the Board or the Vice Chairperson of the Board, directors of the Corporation.

Section 3.2. Election; Term. The Board shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board, and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer may be removed at any time by the Board. Any officer may resign upon notice given in writing or electronic transmission to the Chief Executive Officer (or, if none, the President) or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event. Any vacancy occurring in any office of the Corporation shall be filled in the manner prescribed in this Article III.

Section 3.3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer (or, if none, the President) or any other officer authorized to do so by the Board, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority. The Board may, by resolution, from time to time confer like powers upon any other person or persons.

Section 3.4. Chief Executive Officer. The Chief Executive Officer shall, subject to the control of the Board, have general supervision over the business of the Corporation and shall direct the affairs and policies of the Corporation. The Chief Executive Officer shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws or by the Board.

Section 3.5. President. The President (if any) shall act in a general executive capacity and shall assist the Chief Executive Officer in the administration and operation of the Corporation's business and general supervision of its policies and affairs. The President shall, in the absence of or because of the inability to act of the Chief Executive Officer or if there be none, perform all duties of the Chief Executive Officer.

Section 3.6. Executive Vice Presidents, Senior Vice Presidents and Vice Presidents. The Executive Vice Presidents (if any), Senior Vice Presidents (if any) and such other Vice Presidents as shall have been chosen by the Board shall have such powers and shall perform such duties as shall be assigned to them by the Board.

Section 3.7. Secretary. The Secretary shall give the requisite notice of meetings of stockholders and directors and shall record the proceedings of such meetings and, besides the Secretary's powers and duties prescribed by law, shall have such other powers and perform such other duties as shall at any time be assigned to such officer by the Board.

Section 3.8. Treasurer. The Treasurer shall have charge of the funds and securities of the Corporation and shall have such other powers and perform such other duties as shall at any time be assigned to such officer by the Board.

Section 3.9. Assistant Secretaries. Assistant Secretaries (if any) shall assist the Secretary in the discharge of the Secretary's duties, shall have such powers and perform such other duties as shall at any time be assigned to them by the Board and, in the absence or disability of the Secretary, shall perform the duties of the Secretary's office, subject to the control of the Board.

Section 3.10. Assistant Treasurers. Assistant Treasurers (if any) shall assist the Treasurer in the discharge of the Treasurer's duties, shall have such powers and perform such other duties as shall at any time be assigned to them by the Board and, in the absence or disability of the Treasurer, shall perform the duties of the Treasurer's office, subject to the control of the Board.

Section 3.8. Other Officers. Such other officers as the Board may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board. The Board may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE IV

STOCK

Section 4.1. Stock Certificates. Unless otherwise provided by resolution of the Board, each class or series of shares of the Corporation's capital stock shall be issued in uncertificated form pursuant to the customary arrangements for issuing shares in such form. The name of the holder of record of the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Company. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of, the Company by any two authorized officers of the Company representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. Uncertificated shares shall be transferable only on the books of the Corporation by the holder thereof in person or by attorney upon presentment of proper evidence of succession, assignation or authority to transfer in accordance with the customary procedures for transferring shares in uncertificated form.

Section 4.2. Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date,

which record date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be the close of business on the day on which the Board adopts the resolution relating thereto.

Section 4.3. Dividends. Subject to applicable law and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board at any regular or special meeting of the Board. Dividends may be paid in cash, in property, or in shares of the Corporation's capital stock, unless otherwise provided by applicable law or the Certificate of Incorporation.

Section 4.4. Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

ARTICLE V

MISCELLANEOUS

Section 5.1. Contracts. The Board may authorize any officer or officers or any agent or agents to enter into any contract or execute and deliver any instrument or other document in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 5.2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

Section 5.3. Fiscal Year. The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board. Unless otherwise fixed by the Board, the fiscal year of the Corporation shall be the calendar year.

Section 5.4. Corporate Seal. The Company may adopt a corporate seal, which shall be in such form as may be approved from time to time by the Board. The Company may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 5.5. Offices. The Corporation shall maintain a registered office inside the State of Delaware and may also have other offices outside or inside the State of Delaware. The books of the Corporation may be kept (subject to any applicable law) outside the State of Delaware at the principal executive offices of the Corporation or at such other place or places as may be designated from time to time by the Board.

Section 5.6. Conflict with Certificate of Incorporation. These Bylaws are adopted subject to the Certificate of Incorporation. Whenever these Bylaws may conflict with the

Certificate of Incorporation, such conflict shall be resolved in favor of the Certificate of Incorporation.

Section 5.7. Execution in Counterpart and by Electronic Means. Subject to the DGCL, signatures on any notice, resolution, requisition, statement or other document required or permitted to be executed for the purposes of the DGCL may be obtained by means of facsimile or other electronic means or by execution of several documents of like form, each of which is executed by one or more persons, and such documents, when duly executed by all persons required or permitted, as the case may be, to do so, shall be deemed to constitute one document for the purposes of the DGCL.

Section 5.8. Waiver of Notice. Whenever any notice is required to be given to any stockholder or director of the Corporation under the provisions of the DGCL or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders or any regular or special meeting of the Board or committee thereof need be specified in any waiver of notice of such meeting unless so required by law.

Section 5.9. Forum for Certain Actions.

(a) Forum. Unless a majority of the Board, acting on behalf of the Corporation, consents in writing to the selection of an alternative forum (which consent may be given at any time, including during the pendency of litigation), the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another state court located within the State of Delaware or, if no court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware) shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any of its directors, officers or other employees arising pursuant to any provision of the DGCL, the Certificate of Incorporation or these Bylaws (in each case, as may be amended from time to time), (iv) any action asserting a claim against the Corporation or any of its directors, officers or other employees governed by the internal affairs doctrine of the State of Delaware or (v) any other action asserting an "internal corporate claim," as defined in Section 115 of the DGCL, in all cases subject to the court's having personal jurisdiction over all indispensable parties named as defendants.

(b) Personal Jurisdiction. If any action the subject matter of which is within the scope of subparagraph (a) of this Section 5.9 is filed in a court other than a court located within the State of Delaware (a "**Foreign Action**") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce subparagraph (a) of this Section 5.9 (an "**Enforcement Action**") and (ii) having service of process made upon such stockholder in any such Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

(c) Enforceability. If any provision of this Section 5.9 shall be held to be invalid, illegal or unenforceable as applied to any person, entity or circumstance for any reason

whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Section 5.8, and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

Section 5.10. Notice to Stockholders Sharing an Address.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Company under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any stockholder who fails to object in writing to the Company, within 60 days of having been given written notice by the Company of its intention to send the single notice permitted under this Section 5.10, shall be deemed to have consented to receiving such single written notice. This Section 5.10 shall not apply to Section 164, Section 296, Section 311, Section 312 or Section 324 of the DGCL.

Section 5.11. Notice to Person with Whom Communication is Unlawful.

Whenever notice is required to be given, under the DGCL, the certificate of incorporation or these bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Company is such as to require the filing of a certificate under the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

Section 5.12. Ratification. Any transaction, questioned in any lawsuit on the ground of lack of authority, defective or irregular execution, adverse interest of director, officer or stockholder, non disclosure, miscomputation, or the application of improper principles or practices of accounting, may be ratified before or after judgment, by the Board or by the stockholders, and if so ratified shall have the same force and effect as if the questioned transaction had been originally duly authorized. Such ratification shall be binding upon the Corporation and its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

ARTICLE VI

AMENDMENTS

These Bylaws may be adopted, amended, altered or repealed by the Board or by the stockholders of the Corporation by the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class; provided, however, that, in the case of any adoption, amendment, alteration or repeal of these Bylaws by the stockholders of the Corporation, notwithstanding any other provision of these Bylaws, and in addition to any other vote that may be required by law or the terms of any series of preferred stock, the affirmative vote of the holders of at least eighty percent (80%) of the voting power of all of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend, alter, repeal or adopt any provision inconsistent with Sections 1.3, 1.7(b), 1.11, 2.1 or 2.8 or this Article VI.

* * *

Adopted as of: _____, 2024

Exhibit D-4

Amended and Restated Certificate of Incorporation of Proterra Operating Company, Inc.

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF

[PROTERRA OPERATING COMPANY, INC.]¹

Proterra Operating Company, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware “the Corporation”, does hereby certify that the Certificate of Incorporation of this incorporation are amended and restated to read as follows:

FIRST: The name of the corporation (which is hereinafter referred to as the “Corporation”) is Proterra Operating Company, Inc..

SECOND: The address of the Corporation’s registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of the Corporation’s registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of all classes of capital stock which the Corporation shall have the authority to issue is [●] shares of common stock with a par value of \$0.0001 per share.

FIFTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation (“Board”) is expressly authorized to make, alter or repeal the By-laws of the Corporation, subject to any specific limitation on such power contained in any By-laws adopted by the stockholders. Elections of directors need not be by written ballot unless the By-laws of the Corporation so provide.

SIXTH: No director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except for liability (a) of a director or officer for any breach of the director’s or officer’s duty of loyalty to the Corporation or its stockholders, (b) of a director or officer for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) of a director under Section 174 of the General Corporation Law of Delaware, (d) of a director or officer for any transaction from which the director or officer derived an improper personal benefit or (e) of an officer in any action by or in the right of the Corporation. If the General Corporation Law of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the

¹ NTD: To be updated to reflect revised entity name.

General Corporation Law of Delaware, as so amended. Any repeal or modification of this Article Sixth by the stockholders of the Corporation shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or modification. For purposes of this Article Sixth, “officer” shall have the meaning provided in Section 102(b)(7) of the General Corporation Law of Delaware, as it presently exists or may hereafter be amended from time to time.

SEVENTH: Each person who is or was a director or officer of the Corporation, and each person who serves or served at the request of the Corporation as a director or officer of another enterprise, shall be indemnified by the Corporation in accordance with, and to the fullest extent authorized by, the General Corporation Law of Delaware as it may be in effect from time to time.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are granted subject to this reservation.

NINTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim for breach of a fiduciary duty owed by any director, officer, employee or agent of the Corporation to the Corporation or the Corporation’s stockholders, (c) any action asserting a claim arising pursuant to any provision of the General Corporation Law of Delaware or the Certificate of Incorporation or bylaws of the Corporation or (d) any action asserting a claim governed by the internal affairs doctrine, in each case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein.

TENTH:

1. Right to Indemnification and Advancement. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a “Proceeding”), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer or trustee of another corporation or of any other Person or enterprise, including, without limitation, service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action or inaction in an official capacity as a director, officer or trustee or in any other capacity while serving as a director, officer or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of Delaware, as the same exists as of the date hereof or as may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide both prior to such amendment and as of the date hereof), against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, excise taxes of the Employee Retirement Income Security Act of 1974 or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in

connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer or trustee and shall inure to the benefit of his or her heirs, executors and administrators; *provided, however*, that, except as provided in Section 2 of this Article Tenth, the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Article Tenth shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in connection with any such Proceeding in advance of its final disposition; *provided, however*, that, if the General Corporation Law of Delaware requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a Proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article Tenth or otherwise. The Corporation may, by action of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors, officers and trustees.

2. Right of Claimant to Bring Suit. If a claim under Section 1 of this Article Tenth is not paid in full by the Corporation within thirty days after written notice thereof has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in connection with any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation, and as to any such other action as to which it shall not be a defense) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including, without limitation, the Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct under the General Corporation Law of Delaware, nor an actual determination by the Corporation (including, without limitation, the Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

3. Indemnitor of First Resort. The Corporation acknowledges that the directors designated by the Majority Holder (as defined below) (collectively, the “Fund Directors” and each, a “Fund Director”) have certain rights to indemnification, advancement of expenses and/or insurance provided by their employers and certain of their Affiliates (collectively, the “Fund Indemnitors”). To the extent the Corporation has an indemnity obligation hereunder, the Corporation shall (a) act as the indemnitor of first resort (i.e., its obligations to the Fund Directors are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by

such directors are secondary), (b) be required to advance the full amount of expenses incurred by the Fund Directors and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent not prohibited by (and not merely to the extent affirmatively permitted by) applicable law and as required by the terms of this Certificate of Incorporation of the Corporation (or any other agreement between the Corporation and a Fund Director), without regard to any rights a Fund Director may have against the Fund Indemnitors and (c) irrevocably waive, relinquish and release the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. No advancement or payment by the Fund Indemnitors on behalf of a Fund Director with respect to any claim for which such director has sought indemnification from the Corporation shall affect the foregoing. The Corporation shall promptly reimburse upon demand the Fund Indemnitors making any advancement or payment on behalf of a Fund Director with respect to any such claim, and, to the extent not fully reimbursed by the Corporation, the Fund Indemnitors shall have a right of contribution and/or to be subrogated to the extent of such advancement or payment to all of the rights of recovery of such director against the Corporation.

4. Non-Exclusivity of Rights. The rights to indemnification and the payment of expenses incurred in connection with a Proceeding in advance of its final disposition conferred in this Article Tenth shall not be (and they shall not be deemed to be) exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

5. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, trustee, employee or agent of the Corporation or another corporation, or of a partnership, joint venture, trust or other enterprise against any expense, liability or loss (as such terms are used in this Article Tenth), whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of Delaware.

6. Impairment of Existing Rights. Any repeal or modification of this Article Tenth shall not impair or otherwise affect any rights, or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

7. Construction and Presumption. This Article Tenth shall be liberally construed in favor of indemnification and the payment of expenses incurred in connection with a Proceeding in advance of its final disposition. There shall be a rebuttable presumption that a claimant under this Article Tenth is entitled to such indemnification and the Corporation shall bear the burden of proving by a preponderance of the evidence that such claimant is not so entitled to indemnification.

8. Confidentiality. Any finding that a person asserting a claim for indemnification pursuant to this Article Tenth is not entitled to such indemnification, and any non-public information which may support such finding, shall be held in confidence to the extent permitted by law and shall not be disclosed to any third party.

9. Severability. If any provision or provisions of this Article Tenth shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Tenth (including, without limitation, each portion of any paragraph of this Article Tenth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Article Tenth (including, without limitation, each such portion of any paragraph of this Article Tenth containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to require the Corporation to indemnify and advance expenses.

ELEVENTH:

1. In recognition and anticipation that (a) certain directors, principals, members, officers, associated funds, employees and/or other representatives of the Majority Holder may serve as directors, officers or agents of the Corporation, (b) the Majority Holder may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, and (c) members of the Board who are not employees of the Corporation (“Non-Employee Directors”) and their respective Affiliates may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article Eleventh are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve any of the Majority Holder or the Non-Employee Directors and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

2. None of (a) the Majority Holder or (b) any Non-Employee Director (including, with respect to any Non-Employee Director who serves as an officer of the Corporation, in both his or her director and officer capacities) or his or her Affiliates (the Persons identified in clauses (a) and (b) above being referred to, collectively, as “Identified Persons” and, individually, as an “Identified Person”) shall, to the fullest extent permitted by law, have any duty to refrain from directly or indirectly (1) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages or proposes to engage or (2) otherwise competing with the Corporation or any of its Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. To the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for an Identified Person and the Corporation or any of its Affiliates, except as provided in Section 4 of this Article Eleventh. Subject to said Section 4 of this Article Eleventh, in the event that any Identified Person acquires knowledge of a potential transaction or other

matter or business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no fiduciary duty or other duty (contractual or otherwise) to communicate, present or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty or other duty (contractual or otherwise) as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, offers or directs such corporate opportunity to another Person, or does not present such corporate opportunity to the Corporation or any of its Affiliates.

3. The Corporation and its Affiliates do not have any rights in or to the business ventures of any Identified Person, or the income or profits derived therefrom, and the Corporation agrees that each of the Identified Persons may do business with any potential or actual customer, client or supplier of the Corporation or may employ or otherwise engage any officer or employee of the Corporation.

4. The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director (including any Non-Employee Director who serves as an officer of this Corporation) if such opportunity is expressly offered to such person in writing solely in his or her capacity as a director or officer of the Corporation, and the provisions of Section 2 of this Article Eleventh shall not apply to any such corporate opportunity.

5. In addition to and notwithstanding the foregoing provisions of this Article Eleventh, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (a) the Corporation is neither financially or legally able, nor contractually permitted to undertake, (b) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (c) is one in which the Corporation has no interest or reasonable expectancy.

6. The Corporation shall not, without the prior written consent of the Majority Holder, amend, modify or revoke the provisions set forth in this Article Eleventh or any of the related definitions in Article Thirteenth at any time the Majority Holder holds any stock. Each stockholder of the Corporation hereby agrees to take all actions necessary or desirable to effect the foregoing sentence, including voting for or consenting to, or voting against or refusing to consent to, amendments to the Certificate of Incorporation (whether effected by merger, consolidation or otherwise) in order to give effect to the immediately preceding sentence. If any provision or provisions of this Article Eleventh or any of the related definitions in Article Thirteenth shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Eleventh or any of the related definitions in Article Thirteenth (including, without limitation, each portion of any paragraph of this Article Eleventh or any of the related definitions in Article Thirteenth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Article Eleventh or any of the related definitions in Article

Thirteenth (including, without limitation, each such portion of any paragraph of this Article Eleventh or any of the related definitions in Article Thirteenth containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law. This Article Eleventh or any of the related definitions in Article Thirteenth shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director or officer of the Corporation under this Certificate of Incorporation, the bylaws of the Corporation, applicable law, any agreement or otherwise. This Article Eleventh or any of the related definitions in Article Thirteenth supersedes any conflicting corporate policies (including, without limitation, any procedures required under any corporate policy).

7. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the corporation shall be deemed to have notice of and to have consented to the provisions of this Article Eleventh or any of the related definitions in Article Thirteenth.

TWELFTH: The Corporation shall not issue any class of non-voting equity securities unless and solely to the extent permitted by Section 1123(a)(6) of title 11 of the United States Code (the “Bankruptcy Code”) as in effect on the date of filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware; provided, however, that this Article Twelfth (a) will have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (b) will have such force and effect, if any, only for so long as Section 1123(a)(6) of the Bankruptcy Code is in effect and applicable to the Corporation and (c) in all events may be amended or eliminated from time to time in accordance with applicable law.

THIRTEENTH: As used in this Certificate of Incorporation, the following terms shall have the following meaning:

1. “Affiliate” of any particular Person means any other Person, directly or indirectly, controlling, controlled by, or under common control with, such particular Person. For the purposes of this definition, “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

2. “Majority Holder” means Anthelion Capital Partners LLC and its Affiliates (other than the Corporation and the Subsidiaries of the Corporation, if any) and their successors and assigns.

3. “Person” means an individual, corporation, limited liability company or partnership, association, joint stock company, trust, joint venture, unincorporated organization, the United States of America or any other nation, any state or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government, or other entity of any nature, including, without limitation, any pension, profit sharing or other benefit plan or trust.

4. “Subsidiary” means: (a) any Person of which the Corporation owns, directly or indirectly, securities having a majority of the voting power in electing the board of directors directly or through one or more subsidiaries (or, in the case of a partnership, limited liability company or other similar entity, securities conveying, directly or indirectly, a majority of the economic interests in such partnership or entity), or (b) any other Person of which the Corporation or any Subsidiary serves as general partner or managing member. The term Subsidiary shall include all Subsidiaries of such Subsidiary.

The foregoing amended and restated certificate of incorporation was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

[Signature Page Follows]

In WITNESS WHEREOF, Proterra Inc has caused this certificate to be signed by its [●], this [●] day of [●], 2024.

Name:

Title:

Exhibit D-5

Section 1129(a)(D) Disclosures Regarding Directors and Officers

Section 1129(a)(5) Disclosures Regarding Directors and Officers

In accordance with Article IV.N.5 of the Plan and consistent with the requirements of section 1129(a)(5) of the Bankruptcy Code, the Debtors hereby disclose the identities and affiliations of the individuals proposed to serve as directors and officers of the Reorganized Debtors on the Effective Date and the identity of any insiders that will be employed or retained by the Reorganized Debtors, as well as the nature of any compensation for such insiders.

I. Disclosures Regarding Directors of the Reorganized Debtors

On the Effective Date, the directors on the boards of directors of the Reorganized Debtors will be the following individuals:

Initial Directors

- ***Vusal Najafov*** – Mr. Najafov is a co-Founder of Anthelion Capital and oversees strategy, investment selection and portfolio construction for the firm. He is currently on the Board of Directors of ecoATM and GreyOrange. Previously Mr. Najafov was a Board Observer for Proterra Inc. Mr. Najafov has twenty-two years of experience investing across sectors and asset classes, including significant expertise in energy, transport, and financial services. Since 2001, Mr. Najafov has managed capital for Enron, Goldman's Principal Strategies Group, Highbridge, Millennium, and Indus Capital. He is experienced at developing and building risk and valuation technologies, which he has implemented at previous firms including Goldman Sachs and Highbridge to build investment businesses and manage cross-asset-class portfolios. Mr. Najafov helped to build a credit investment business at Goldman Sachs and headed Capital Structure Opportunities business at Highbridge. He focused on commercializing key macro trends including oil/commodity super-cycle (2002-2004), financial crisis and recovery (profitable in financials investing each year 2006-2010), energy infrastructure boom (2012-2013), oil collapse (2014-2015), and solar energy growth (2012-today). Mr. Najafov holds a BBA with honors in finance from Texas Tech University where he graduated summa cum laude at age 19. He also earned an MBA with honors from the Wharton School, the University of Pennsylvania where he majored in statistics, finance and strategic management.
- ***Ewa Kozicz*** – Ms. Kozicz is a co-Founder of Anthelion Capital and oversees strategy, investment selection and portfolio construction for the firm. She is currently on the Board of Directors of ecoATM and quip. Ms. Kozicz has more than twenty-five years of investment experience across sectors and asset classes, including significant expertise in agriculture, industrials and financial services. Before partnering with Vusal Najafov to develop the Sustainable Investments strategy, Ms. Kozicz held various executive and leadership positions at BlackRock. She joined BlackRock as Head of US Strategy and Corporate Development, helping the firm execute on several acquisitions and joint ventures, as well as helping management develop the firm's Alternatives business strategy. Ms. Kozicz also led the firm's efforts to structure, fundraise capital and launch an innovative \$1 bn insurance company (ABR Re). Ms. Kozicz managed ABR Re's investments which span across private credit, equity and real assets. Prior

to joining BlackRock, Ms. Kozicz spent ten years at Goldman Sachs, starting as a financial institutions investment banker before moving to the Goldman Sachs Principal Strategies Group to manage the firm's capital across various strategies. She has also worked at Caxton Associates as an equity Portfolio Manager. Ms. Kozicz started her career in investment banking at Credit Suisse First Boston in the Financial Institutions Group where she was focused on advising insurance companies. Ms. Kozicz has an MBA from Columbia Business School and a BA in Economics and Math from Columbia College.

- **Artem Mariychin** – Mr. Mariychin is Managing Director and Head of Data Science for Anthelion Capital. He has over a decade of investment, operational, and data science experience across sectors and asset classes, including significant expertise in technology, energy, and consumer. He is currently a member of the Board of Directors of quip and Bevi. Prior to joining Anthelion, Mr. Mariychin was the founder and CEO of Zodiac, a predictive data analytics company that helped brands improve strategic decision-making and business operations. Zodiac was acquired by Nike, where Mr. Mariychin led Nike's Consumer Data Science efforts as the company shifted strategic focus towards direct to consumer. Prior to founding Zodiac, Mr. Mariychin was an investor at Goldman Sachs, Highbridge Capital, 3G Capital, and Perry Creek Capital where he focused on identifying investment opportunities arising from industries undergoing structural change, companies facing complex situations, and disruptive technologies. Throughout his career, Mr. Mariychin has combined statistical and quantitative analysis of granular data with deep fundamental research to understand investment opportunities, financial strategy, and business operations. Mr. Mariychin graduated summa cum laude from the University of Pennsylvania, completing the Roy Vagelos Program in Life Sciences and Management. As part of the dual degree program, he received a BS in Economics from the Wharton School with concentrations in Finance, Statistics, and Operations & Information Management and a BA with Distinction in Biology from the College of Arts & Sciences.
- **Michelle Barone** – Ms. Barone is a seasoned Chief Operating Officer in the asset management space with a focus on launching and operating new funds within the private and public equity space. Michelle has over 22 years of experience including 16 years as a COO. Most recently, Michelle served as COO for Kinetic Partners, a cross-over fund. Before that, Michelle was the first COO of Global Atlantic's (formerly part of Goldman Sachs, acquired by KKR) reinsurance platform and joined to create and manage the infrastructure of their first fund. Prior to this, Michelle spent 13 years at Goldman Sachs Investment Partners (GSIP, a part of GSAM) as COO where she was responsible for overseeing strategy, new product development, operations, finance, legal, investor relations, HR, and technology. During her time at GSIP she structured, launched and then managed several new investment strategies (PE, VC, event driven, public long/short, liquid alternatives, SPACs. In addition to her COO responsibilities, Michelle served on private company boards, GSIP's private investment committee, and served as GSIP's head of capital markets leading employee tenders for several large private companies. Prior to GSIP, Michelle spent time as a fundamental research analyst at Alphadyne Asset Management and as a fixed income sales-trader at Goldman Sachs. In addition to her COO responsibilities, Michelle served on private company

boards, GSIP's private investment committee, and served as GSIP's head of capital markets leading employee tenders for several large private companies. Prior to GSIP, Michelle spent time as a fundamental research analyst at Alphadyne Asset Management and as a fixed income sales-trader at Goldman Sachs. Ms. Barone holds a Bachelor of Science in Applied Mathematics from Columbia University and serves on the Board of Trustees of the Education Alliance.

- **Jordan Jaffe** – Mr. Jaffe is a Vice President at Anthelion Capital. Mr. Jaffe's responsibilities include the sourcing, valuation, structuring and management of investments across all sustainable sectors. He is currently a member of the Board of Directors of quip and is a Board Observer for Bevi. Previously, Mr. Jaffe worked as an Associate on the Private Equity team at APG Asset Management, where he was responsible for evaluating investment opportunities across numerous sectors and monitoring existing portfolio company performance. Prior to that, Mr. Jaffe was an Investment Banking Analyst in the Financial Sponsors group at Guggenheim Securities, where he assisted private equity funds on a variety of M&A and financing transactions. Mr. Jaffe holds a BS in Economics from the Wharton School and a BS in Nursing from the School of Nursing at the University of Pennsylvania.

The individuals listed above will be the initial members of the boards of directors of the Reorganized Debtors on the Effective Date. Director compensation and any subsequent changes to the composition of such boards of directors will be determined in accordance with the applicable New Organizational Documents.

II. Disclosures Regarding Officers of the Reorganized Debtors

The Officers of the Reorganized Debtors shall be selected in accordance with the New Organizational Documents.

Exhibit E

Restructuring Transactions Memorandum

Restructuring Transactions Memorandum

This Restructuring Transactions Memorandum reflects the Debtors' current intentions with respect to the Restructuring Transactions. However, for the avoidance of doubt, nothing in this Restructuring Transactions Memorandum shall limit or modify in any way any authority or discretion granted to the Debtors under the Plan or the Confirmation Order. The Debtors reserve all rights to amend, revise or supplement the Plan Supplement, including this Restructuring Transactions Memorandum, subject to the applicable consent rights under the Plan, at any time prior to the Effective Date, or on any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Depending on whether the New Common Stock issued is stock of TopCo or OpCo, the Debtors currently anticipate that the following steps shall occur under one of the two following scenarios set forth below (as applicable) in the order set forth below. Any capitalized term used but not otherwise defined herein shall have the meanings ascribed to it in the Plan.

I. If the New Common Stock issued is stock of TopCo

- Step 1 On the Effective Date, TopCo will contribute to OpCo as a contribution to capital the New Common Stock.
- Step 2 Immediately thereafter on the Effective Date, each Holder of an Allowed Second Lien Convertible Notes Claim will receive from OpCo its Pro Rata allocation of New Common Stock received by OpCo pursuant to Step 1 in exchange for (and together with the transaction described in Step 4, in full satisfaction of) its claim.
- Step 3 Thereafter, on the Effective Date, all Interests in TopCo existing immediately prior to the Effective Date shall be cancelled, released and extinguished for no consideration.
- Step 4 Thereafter, on the Effective Date each Holder of an Allowed Second Lien Convertible Notes Claim will receive from OpCo cash in an amount determined pursuant to the Plan after giving effect to the Retained Cash Reduction, Energy Distribution Reduction, Cure Cost Reduction, and Proterra Energy Transition Cost Reduction in exchange for (and when combined with Step 2, in full satisfaction of) its claim.
- Step 5 Thereafter, on the Effective Date, certain Holders of Allowed Claims (other than Allowed Second Lien Convertible Notes Claims) will receive cash payments from the Debtors in full satisfaction of such Holders' claims pursuant to the terms of the Plan.
- Step 6 Thereafter, on the Effective Date, the Debtors will transfer the Distribution Trust Assets to the Distribution Trust and fund the Distribution Trust Expense Reserve, the Professional Compensation Escrow Account and the Self-Insured Reserve Account in full in cash.

II. If the New Common Stock issued is stock of OpCo

- Step 1 On the Effective Date, each Holder of an Allowed Second Lien Convertible Notes Claim will receive from OpCo in exchange for, and in full satisfaction of, its claim, (i) its Pro Rata allocation

of New Common Stock and (ii) cash in an amount determined pursuant to the Plan after giving effect to the Retained Cash Reduction, Energy Distribution Reduction, Cure Cost Reduction, and Proterra Energy Transition Cost Reduction.

- Step 2 Thereafter, on the Effective Date, all Interests in OpCo existing immediately prior to the Effective Date shall be cancelled, released and extinguished for no consideration.
- Step 3 Thereafter, on the Effective Date, certain Holders of Allowed Claims (other than Allowed Second Lien Convertible Notes Claims) will receive cash payments from the Debtors in full satisfaction of such Holders' claims pursuant to the terms of the Plan.
- Step 4 Thereafter, on the Effective Date, the Debtors will transfer the Distribution Trust Assets to the Distribution Trust and fund the Distribution Trust Expense Reserve, the Professional Compensation Escrow Account and the Self-Insured Reserve Account in full in cash.
- Step 5 Following the occurrence of the transfers set forth in the first sentence of the foregoing Step 4, on the Effective Date, all Interests in TopCo existing immediately prior to the Effective Date shall be cancelled, released and extinguished for no consideration. TopCo shall issue new equity interests evidencing the Distribution Trustee's sole ownership of TopCo.
- Step 6 In due course after the Effective Date, TopCo shall be wound down and dissolved.

Exhibit F

Financial Projections

FINANCIAL PROJECTIONS

Introduction

Pursuant to Section 1129(a)(11) of the Bankruptcy Code, among other things, the Bankruptcy Court must determine that Confirmation of the *Fourth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and Its Debtor Affiliate* (as modified, amended, or supplemented from time to time in accordance with its terms, the “Plan”)¹ is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or Reorganized Debtors. This confirmation condition is referred to as the “feasibility” of the Plan. In connection with the planning and development of a plan of reorganization, and for the purposes of whether such plan would satisfy this feasibility standard, the Debtors analyzed the Reorganized Debtors’ ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources to operate their business following the Effective Date.

For purposes of demonstrating feasibility of the Plan, the Debtors have prepared the forecasted, consolidated income statement and statement of cash flows (the “Financial Projections” or the “Projections”) from the Effective Date through fiscal year 2028 (the “Projection Period”). The Financial Projections were prepared based on assumptions made by the Debtors, in consultation with their advisors and the advisors to the Plan Sponsor, as to the future performance of the Reorganized Debtors, and reflect the Debtors’ judgment and expectations regarding the Reorganized Debtors’ future operations and financial position.

Although the Debtors have prepared the Financial Projections in good faith based upon information as of the date hereof and believe the assumptions to be reasonable, such assumptions are subject to inherent uncertainties, including but not limited to, material changes to the economic environment, changes in the overall industry growth rate and other factors affecting the Debtors’ business. The likelihood, and related financial impact, of a change in any of these factors cannot be predicted with certainty. Consequently, actual financial results could differ materially from the Financial Projections. The Financial Projections assume the Plan will be implemented in accordance with its stated terms. The Financial Projections should be read in conjunction with the assumptions and qualifications contained herein. The Debtors and their advisors continue to monitor the macroeconomy, the industry, and their business results and reserves the right (but are under no obligation) to modify the Financial Projections to reflect, among other things, any revised assumptions regarding the overall industry growth rate, revised assumptions regarding developments in the macroeconomy, and/or revised assumptions based on the Debtors’ business results during the Projection Period.

The Debtors do not, as a matter of course, publish their projections, strategies, or forward-looking projections of the financial position, results of operations, and cash flows. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated projections to the holders of Claims or Interests after the date of these Financial Projections, or to include such information in documents required to be filed with the Securities and Exchange Commission (“SEC”) or to otherwise make such information public.

¹ Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

The Financial Projections and the assumptions that the Debtors believe to be significant to the Financial Projections are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are subject to assumptions, risks, and uncertainties, many of which are beyond the control of the Debtors and Reorganized Debtors, including the implementation of the Plan, existing and future governmental regulations and actions of governmental bodies, industry-specific risk factors, and other market and competitive conditions, including, without limitation, those set forth herein. As described in detail in the Disclosure Statement, a variety of risk factors could affect the Reorganized Debtors’ financial results. Accordingly, the Financial Projections should be read in conjunction with the assumptions, qualifications, explanations, and risk factors set forth in Article IX of the Disclosure Statement and in the Plan in their entirety, along with the Proterra Inc’s historical consolidated financial statements (including the notes and schedules thereto) and other financial information and risk factors set forth in the Proterra Inc’s Annual Report on Form 10-K for the fiscal year ended December 31, 2022 filed with the SEC on March 17, 2023, as amended on May 1, 2023, Proterra Inc’s quarterly report for the three and nine months ended September 30, 2023, filed on November 6, 2023 or Proterra Inc’s other filings with the SEC. These filings are available by visiting the SEC’s website at <http://www.sec.gov>. Holders of Claims and Interests are cautioned that the forward-looking statements are as of the date made and are not guarantees of future performance and the Debtors assume no obligation to update or revise these forward-looking statements, whether as a result of new information, future events or otherwise. Actual results or developments may differ materially from the expectations expressed or implied in the forward-looking statements.

The Financial Projections assume that there is no tax liability and make use of other planning strategies for U.S. federal, state, and foreign income tax purposes. Actual treatment and realization of planning strategies may vary materially, resulting in greater tax liabilities for the Reorganized Debtors than is set forth in the Financial Projections.

In general, as illustrated by the Financial Projections, the Debtors believe the Reorganized Debtors should have sufficient liquidity to operate their business because the Plan Sponsor is contributing the value of its claim, subject to adjustments, in cash to the Reorganized Debtors. Given this substantial liquidity position, the Debtors believe that Confirmation and Consummation are not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of section 1129(a)(11) of the Bankruptcy Code.

Accounting Policies & Disclaimers

THE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH THE GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS (THE “AICPA”), THE FINANCIAL ACCOUNTING STANDARDS BOARD (THE “FASB”), OR THE RULES AND REGULATIONS OF THE SEC. FURTHERMORE, THE FINANCIAL PROJECTIONS HAVE NOT BEEN AUDITED, REVIEWED, OR SUBJECTED TO ANY PROCEDURES DESIGNED TO PROVIDE ANY LEVEL OF ASSURANCE BY THE DEBTORS’ INDEPENDENT PUBLIC ACCOUNTANTS.

WHILE PRESENTED WITH NUMERICAL SPECIFICITY, THE FINANCIAL PROJECTIONS ARE BASED UPON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY THE DEBTORS, MAY NOT BE REALIZED AND ARE SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS. THESE UNCERTAINTIES INCLUDE, AMONG OTHER THINGS, THE ULTIMATE OUTCOME AND CONTENTS OF A CONFIRMED PLAN OF REORGANIZATION AND THE TIMING OF THE CONFIRMATION OF SUCH PLAN. CONSEQUENTLY, THE FINANCIAL PROJECTIONS SHOULD NOT BE REGARDED AS A REPRESENTATION OR WARRANTY BY THE DEBTORS, OR ANY OTHER PERSON, AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS OR THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED. ACTUAL RESULTS MAY VARY MATERIALLY FROM THOSE PRESENTED IN THE FINANCIAL PROJECTIONS. HOLDERS OF CLAIMS OR EQUITY INTERESTS MUST MAKE THEIR OWN ASSESSMENT AS TO THE REASONABLENESS OF SUCH ASSUMPTIONS AND THE RELIABILITY OF THE PROJECTIONS IN MAKING THEIR DETERMINATION OF WHETHER TO ACCEPT OR REJECT THE PLAN.

THE FINANCIAL PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. ALTHOUGH THE DEBTORS BELIEVE THE ASSUMPTIONS UNDERLYING THE FINANCIAL PROJECTIONS, WHEN CONSIDERED ON AN OVERALL BASIS, ARE REASONABLE IN LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED. THE FINANCIAL PROJECTIONS SHOULD NOT BE REGARDED AS A REPRESENTATION OR WARRANTY BY THE DEBTORS, THE REORGANIZED DEBTORS, OR ANY OTHER PERSON AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS OR THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED.

THE SIGNIFICANT ASSUMPTIONS USED IN THE PREPARATION OF THE FINANCIAL PROJECTIONS ARE STATED BELOW. THE FINANCIAL PROJECTIONS ASSUME THAT THE REORGANIZED DEBTORS WILL EMERGE FROM CHAPTER 11 ON THE ASSUMED EMERGENCE DATE. THE FINANCIAL PROJECTIONS SHOULD BE READ IN CONJUNCTION WITH (1) THE DISCLOSURE STATEMENT AND PLAN SUPPLEMENT, INCLUDING ANY OF THE EXHIBITS THERETO OR INCORPORATED REFERENCES THEREIN, AS WELL AS THE RISK FACTORS SET FORTH IN THE DISCLOSURE STATEMENT, AND (2) THE SIGNIFICANT ASSUMPTIONS, QUALIFICATIONS, AND NOTES SET FORTH BELOW.

THE DEBTORS RESERVE THE RIGHT TO, BUT DISCLAIM ANY OBLIGATION TO, (A) FURNISH UPDATED FINANCIAL PROJECTIONS TO HOLDERS OF CLAIMS OR INTERESTS AT ANY TIME IN THE FUTURE, (B) INCLUDE UPDATED INFORMATION IN ANY DOCUMENTS THAT MAY BE REQUIRED TO BE FILED WITH THE SEC, OR (C) OTHERWISE MAKE UPDATED INFORMATION OR FINANCIAL PROJECTIONS PUBLICLY AVAILABLE. THE SUMMARY FINANCIAL PROJECTIONS AND RELATED

INFORMATION PROVIDED IN THE DISCLOSURE STATEMENT, PLAN SUPPLEMENT, AND THE EXHIBITS THERETO HAVE BEEN PREPARED BY THE DEBTORS WITH INPUT FROM THEIR ADVISORS. THE FINANCIAL PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, ARE NECESSARILY BASED ON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, THOUGH CONSIDERED REASONABLE BY THE DEBTORS AND THEIR ADVISORS, MAY NOT BE REALIZED, AND ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE DEBTORS' CONTROL. THE DEBTORS CAUTION THAT NO REPRESENTATIONS CAN BE MADE AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS AND RELATED INFORMATION OR AS TO THE REORGANIZED DEBTORS' ABILITY TO ACHIEVE THE PROJECTED RESULTS. SOME ASSUMPTIONS INEVITABLY WILL NOT MATERIALIZE AND EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THE FINANCIAL PROJECTIONS WERE PREPARED MAY BE DIFFERENT FROM THOSE ASSUMED OR MAY BE UNANTICIPATED, AND THUS MAY AFFECT FINANCIAL RESULTS IN A MATERIAL AND POSSIBLY ADVERSE MANNER. ANY SIGNIFICANT DIFFERENCES IN ACTUAL FUTURE RESULTS VERSUS ESTIMATES USED TO PREPARE THE FINANCIAL PROJECTIONS, SUCH AS LOWER SALES, LOWER VOLUME, LOWER PRICING, INCREASES IN PRODUCTION COSTS, TECHNOLOGICAL CHANGES, ENVIRONMENTAL OR SAFETY ISSUES, LITIGATION, WORKFORCE DISRUPTIONS, COMPETITION, REGULATORY DECISIONS OR CHANGES IN THE REGULATORY ENVIRONMENT, COULD RESULT IN SIGNIFICANT DIFFERENCES FROM THE FINANCIAL PROJECTIONS. THEREFORE, THE ACTUAL RESULTS ACHIEVED THROUGHOUT THE PERIOD COVERED BY THE FINANCIAL PROJECTIONS NECESSARILY WILL VARY FROM THE PROJECTED RESULTS, AND THESE VARIATIONS MAY BE MATERIAL AND ADVERSE. THE FINANCIAL PROJECTIONS AND RELATED INFORMATION, THEREFORE, MAY NOT BE RELIED UPON AS A GUARANTY OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR.

MOREOVER, THE PROJECTIONS CONTAIN CERTAIN STATEMENTS THAT ARE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. THESE STATEMENTS ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS AND REORGANIZED DEBTORS, INCLUDING THE IMPLEMENTATION OF THE PLAN, EXISTING AND FUTURE GOVERNMENTAL REGULATIONS AND ACTIONS OF GOVERNMENTAL BODIES, INDUSTRY-SPECIFIC RISK FACTORS, AND OTHER MARKET AND COMPETITIVE CONDITIONS, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH HEREIN. HOLDERS OF CLAIMS AND INTERESTS ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS ARE AS OF THE DATE MADE AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS.

Basis of Presentation

Prior to the Petition Date, Proterra Energy operated as one of the Debtors' three business lines. Proterra Energy provided turnkey fleet-scale, high-power charging solutions and software services. Historically, these Proterra Energy services and products ranged from fleet and energy management software-as-a-service, to fleet planning hardware, infrastructure, installation, utility engagement, and charging optimization. Following the Effective Date, which is assumed to be March 13, 2024 (the "Assumed Emergence Date"), the Reorganized Debtors will be engaged in the business line of Proterra Energy as a stand-alone business unit. Proterra Energy has never operated as a standalone business, therefore, as further described below, certain assumptions regarding its business and growth were required to be made for the purposes of these Financial Projections.

General Overview and Summary Assumptions

The Reorganized Debtors will be engaged in commercial activity organized along the following product lines: selling and installing electric charging infrastructure ("Project"), providing operations and maintenance services to buyers of electric charging infrastructure ("O&M"), and providing software solutions to optimize energy management for fleets and grid-connected charging infrastructure ("SaaS"). The Financial Projections assume that negative cash flow will be funded either through Reorganized Proterra Retained Cash or through external financing raised by the Reorganized Debtors. While there are cross-selling and upselling opportunities among the product lines, the product line specific economics have been modeled separately and will be managed distinctly from a financial perspective. The following assumptions drive the Financial Projections reflected below:

(a) Revenue

- I. Project: The Project product line is bifurcated to selling activity to transit bus customers and to non-transit bus customers and is driven off of leveraging Proterra Energy's existing salesforce and augmenting the existing salesforce with incremental employees. This resulting salesforce will have monthly sales targets and average transaction sizes that are consistent with historical activity. The initial annual sales quota related to a non-transit focused salesperson would range from \$1 to \$3 million in 2024, growing over time, and the initial annual sales quota related to a transit focused salesperson would range from \$6 to \$9 million in 2024, growing over time. The non-transit sale booking cycle is assumed at three months; whereas, the transit sale booking cycle is assumed at five months, taking into consideration the government funding element of many transit-attached sales. For non-transit attached sales, typically revenue is recognized over a seven month period, commencing four months after booking. For transit-attached sales, typically revenue is recognized over a 12 month period, commencing nine months after booking.
- II. O&M: The O&M product line is an offshoot of the Project business; whereby, the Reorganized Debtors will sell operations and maintenance services to the existing installed base of electrical chargers that are coming off of their respective

warranties and a newly installed electrical charger base that is installed by the Project business. It would use the Project sales channel to cross sell these services at an assumed 8% attachment rate for non-transit revenue and a 5% attachment rate for transit revenue.

- III. SaaS: The SaaS product line is an enhancing product to the Project business whereby the SaaS service is assumed to be sold with an 85% attachment rate to Project customers. The base revenue is built from a sales price per charge port that is based on current contracted prices, applied to the incremental charge ports that are installed as a function of the 85% attachment rate to Project customers.

(b) *Cost of Goods Sold (“COGS”)*

- I. Project: The Project product line COGS are a result of an assumed gross margin that reflects a slight improvement over existing gross margins with the non-transit gross margin rates assumed at 25% and the transit gross margin rates assumed at 30%.
- II. O&M: The O&M product line COGS are a result of an assumed gross margin of 23% in 2024, growing by 5% per year through the Projection Period. While the Debtors do not currently engage in this activity, it was on the roadmap of product offerings, and this margin assumption is consistent with industry margins of similar operations and maintenance providers.
- III. SaaS: The SaaS product line COGS are a combination of fixed and variable costs, which include technical support, application hosting, licensing fees, and various cybersecurity protections. In the short term, the fixed component of these COGS results in a negative gross margin; however, as the product line revenue grows, the gross margin is assumed to turn positive in 2026.

(c) *Selling, General, and Administrative Expense (“SG&A”)*

- I. Project: The Project product line SG&A is an aggregation of payroll expense and overhead associated with travel, logistics, and software. The payroll assumption is derived from the Debtors’ applicable existing headcount costs, augmented by incremental salesforce and incremental support personnel from the Assumed Emergence Date through the end of the Projection Period. It is assumed that the incremental salesforce will be built over the following 12 months, over which period six new salespeople will be hired. These new hires’ compensation structure is assumed to be comprised of a mixture of salary and bonus compensation components. Additional operational employees are assumed to be added as the product line grows, with headcount topping out at 36 people at the end of the Projection Period from eight at present. Non-payroll SG&A remains consistent with current expenditure trends of approximately \$30,000 per month.
- II. O&M: The O&M product line SG&A is solely payroll expense. Today, there are no dedicated resources to the O&M product line; however, the Financial Projections assume the hiring of one employee to commence in October 2024, and the

employee base would grow to 30 by the end of the Projection Period. Salaries are assumed to be consistent with industry standards for similar positions and are burdened with a 25% incremental cost to cover benefits.

- III. SaaS: The SaaS product line SG&A is an aggregation of payroll expense and development tools, personnel, and related technology infrastructure. The payroll is a function of existing headcount costs of the 12 personnel aligned to the product line today. There is no assumption that additional personnel need to be added to the product line to achieve the revenue growth that is assumed. Further, there is no additional infrastructure and development costs above and beyond what is being spent today, adjusted for the removal of the need to reposit substantial stores of transit and battery data from the Debtors' legacy business. This adjusted run-rate cost is assumed to be approximately \$94,000 per month.
- IV. Corporate: The corporate infrastructure that the Debtors' historically used to operate the business was sold as part of the Court-approved Marketing Process. As such, the Reorganized Debtors will need to rebuild this infrastructure on a materially reduced scale to operate the product lines. It is currently planned that the Reorganized Debtors will do this through outsourcing many of the functions through contract service providers. For example, employees will be hired through a third-party professional employment organization; accounting and finance will be outsourced to an external consultancy; information technology will be outsourced to a third party, and the legal function will largely be managed through external counsel. The aforementioned services will be provided under contracts that are already executed and will be assigned to the Reorganized Debtors on the Effective Date, so these costs are known. Additional corporate SG&A costs include insurance, audit fees, banking fees, cell phones, facilities costs, marketing costs, and corporate travel and entertainment. The costs of these have been estimated based on the size and scale of the business and are assumed to grow as the business grows over time.
- V. One-Time Costs: The one-time costs include the costs of the initial creation of the corporate infrastructure necessary to operate the Reorganized Debtors' business and include the set up costs of the outsourced finance and accounting service provider, the cost of procuring information technology, the costs of migrating data away from the Debtors' legacy systems, the costs of creating appropriate branding and marketing, and the related legal, tax, and professional services costs of launching the stand-alone entity and complying with relevant regulatory and administrative requirements.

(d) *Depreciation*

- I. Corporate: Depreciation is assumed on a monthly basis at 2% of the beginning balance of property, plant, and equipment.

(e) *Capital Expenditures*

- I. Corporate: Maintenance Capital Expenditures are assumed at 1% of revenue on a monthly basis.

(f) *Working Capital*

- I. Corporate: The Working Capital is built off of assumptions on days sales outstanding and days payable outstanding. There is no appreciable inventory. Both days sales outstanding and days payables outstanding are set assuming 30-day terms, which are generally consistent with current invoicing practices to customers and from suppliers.

(g) *Miscellaneous*

- I. The Financial Projections assume that there are no impacts associated with fresh start accounting.

Reorganized Proterra Retained Cash

As set forth in the Plan, as of the Effective Date, the Debtors shall have Cash in an amount sufficient to satisfy 11 U.S.C. § 1129(a)(11), which Cash shall be retained by Reorganized Proterra on the Effective Date. The “Reorganized Proterra Retained Cash” shall be in an amount equal to the Allowed Second Lien Convertible Notes Claims, *less* (i) all unpaid fees of professionals retained by the Second Lien Agent and payable under the Second Lien Convertible Notes Documents or Final Cash Collateral Order (which, for the avoidance of doubt, shall be paid by the Debtors on the Effective Date), (ii) the Equity Distribution Reduction, (iii) the Cure Cost Reduction, and (iv) the Proterra Energy Transition Cost Reduction.

Financial Projections

(USD in 000s, unless otherwise noted)

	Annual		
	2024F	2025F	2026F
Revenue (a)			
Project Revenue	12,078	19,883	56,810
SaaS Revenue	208	606	2,040
O&M Revenue	1,350	5,802	19,560
Corporate Revenue	—	—	—
Total Revenue	13,635	26,292	78,410
Direct Costs			
Project COGS	(8,517)	(14,852)	(42,608)
SaaS COGS	(763)	(933)	(921)
O&M COGS	(1,040)	(4,177)	(13,105)
Corporate COGS	—	—	—
Total Direct Costs	(10,320)	(19,963)	(56,634)
Contribution Margin	3,315	6,329	21,776
<i>% Margin</i>	<i>24.3%</i>	<i>24.1%</i>	<i>27.8%</i>
SG&A Expense			
Project SG&A Expense	(3,072)	(6,221)	(7,749)
SaaS SG&A Expense	(2,603)	(3,177)	(3,138)
O&M SG&A Expense	(47)	(521)	(1,304)
Corporate SG&A Expense	(1,318)	(1,471)	(1,630)
Other Expense	(1,155)	(200)	—
EBITDA	(4,879)	(5,261)	7,955
<i>% Margin</i>	<i>(35.8%)</i>	<i>(20.0%)</i>	<i>10.1%</i>
Depreciation	(63)	(88)	(154)
Amortization	—	—	—
EBIT	(4,943)	(5,349)	7,800
<i>% Margin</i>	<i>(36.2%)</i>	<i>(20.3%)</i>	<i>9.9%</i>
Interest Expense	—	—	—
Interest Income	—	—	—
EBT	(4,943)	(5,349)	7,800
Tax Adjustments	—	—	—
Taxable Income	(4,943)	(5,349)	7,800
Tax Expense	—	—	—
Net Income	(4,943)	(5,349)	7,800
<i>% Margin</i>	<i>(36.2%)</i>	<i>(20.3%)</i>	<i>9.9%</i>
Free Cash Flow Walk			
	2024F	2025F	2026F
EBITDA	(4,879)	(5,261)	7,955
Cash Taxes	—	—	—
Capex	121	199	568
Change in Working Capital	607	(356)	(1,086)
Non-Cash Stock-Comp	—	—	—
Other Non-Cash	—	—	—
Unlevered Free Cash Flow Ex-Dividends	(4,151)	(5,419)	7,436

Notes to Financial Projections

- (a) The Financial Projections' revenue recognition for the Project product line is on a percentage of completion basis, consistent with historical practice. The O&M and SaaS product lines invoice fees on a monthly basis as incurred.

Exhibit G-1

Volvo Transition Services Agreement #1

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “**Agreement**”) is made as of February 1, 2024 by and among Volvo Battery Solutions LLC, a Delaware limited liability company (“**Service Provider**”), Proterra Inc, a Delaware corporation (“**Holdco**”), and Proterra Operating Company, Inc., a Delaware corporation (“**Opco**”, and together with (i) Holdco, (ii) the Wind Down Debtors (as defined in the Plan¹) as successors to Holdco and Opco, and (iii) when added as a Service Recipient pursuant to Section 1(a)(ii), the Distribution Trust (as defined in the Plan) (or any trustee of the Distribution Trust), collectively, “**Service Recipients**” and each a “**Service Recipient**”). Service Provider and Service Recipients are each referred to herein as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

A. Service Provider has entered into that certain Asset Purchase Agreement, dated as of November 9, 2023 (as amended, modified or supplemented, the “**Purchase Agreement**”) with Holdco, Opco and Mack Trucks, Inc., a Pennsylvania corporation, for the limited purposes set forth therein, pursuant to which Service Provider purchased from Service Recipient certain assets and assumed certain liabilities of Holdco and Opco related to or involving the Proterra Powered Business Unit, all on the terms and subject to the conditions in the Purchase Agreement.

B. Service Recipient desires to enter into certain transitional arrangements with Service Provider with respect to the performance of certain expressly identified human resources, finance, accounting, information technology and other administrative services for a limited period of time and acknowledges that Service Provider is not a commercial provider of any such services and has not, prior to the consummation of the transactions contemplated by the Purchase Agreement, owned or operated any of the Acquired Assets or any assets or businesses (i) used in or necessary to conduct the business of the Proterra Powered Business Unit, Proterra Energy Business Unit, Proterra Valence Business Unit or any Proterra Other Business Unit, (ii) used in or necessary to conduct the business of Service Recipient or the wind down of the business or estate of Service Recipient or (iii) otherwise useful or necessary to provide the Services (as defined below).

C. Service Provider is willing to enter into such transitional arrangements on the terms and conditions set forth herein.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound, the Parties do hereby agree as follows:

¹ The “**Plan**” is the *Second Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and Its Debtor Affiliate* [Docket No. 737], as it may be modified, amended or supplemented.

Section 1. Transitional Arrangements.

(a) Services.

(i) Commencing on the date hereof and during the term of this Agreement, Service Provider shall use commercially reasonable efforts to provide or cause to be provided (including by Service Provider's Affiliates, by subcontract or otherwise) to Service Recipient such of the services (x) previously furnished directly or indirectly by Sellers in connection with the operation of the Proterra Other Business Units prior to the date hereof or (y) related to the wind down of the business or estate of Service Recipient, in each case, as are expressly set forth on Exhibit A (including any exhibits and appendices thereto) (only to the extent Service Provider has acquired the assets or hired employees required to perform such Service and has the right to use such asset for the benefit of a third party or has hired such employee) (each, individually, a "**Service**" and collectively, the "**Services**"). Exhibit A shall be incorporated into and form an integral part of this Agreement; provided, however, that in the event of any inconsistency or conflict between Exhibit A and the terms of this Agreement, the terms of this Agreement shall control and be determinative.

(ii) The Parties acknowledge and agree that following the formation of the Distribution Trust, the Distribution Trust (or any trustee of the Distribution Trust) shall join this Agreement as a Service Recipient and Party and be bound hereunder to the terms and conditions of this Agreement, subject to the execution and delivery by the Distribution Trust (or any trustee of the Distribution Trust) to Service Provider of a signature page in the form attached hereto as Annex A.

(iii) Service Recipient acknowledges that, in connection with providing the Services, Service Provider will not be required to use its own funds for any (A) service provided by a third party to Service Recipient other than pursuant to the Services to be provided under this Agreement, (B) payment obligation of Service Recipient or its Affiliates or (C) payment of any fees owed to any third party required for Service Provider to use an Acquired Asset solely to provide the Services. In addition, Service Recipient acknowledges that Service Provider is providing the Services as an accommodation to Service Recipient to allow Service Recipient a period of time to obtain its own Services for its business, including the businesses formerly known as the Proterra Energy Business Unit and the Proterra Valence Business Unit, and the wind down of its estate. During the term of this Agreement, Service Recipient agrees that it shall take all steps reasonably necessary to obtain replacement services for the Services prior to the expiration of the term of this Agreement, including, without limitation, promptly entering into replacement licenses for any third-party Software used in its business.

(b) Term. The term of this Agreement shall commence on the date hereof and shall remain in effect, with respect to each Service, for the term of each Service as set forth on Exhibit A (such date as all Services are no longer being provided hereunder, the "**Expiration Date**"), unless earlier terminated under Section 4 or as otherwise provided in Exhibit A; provided, that, by providing written notice to Service Provider on or prior to March 6, 2024, Service Recipient may on one occasion elect to extend the term of any Service set forth on Exhibit

A-1 until no later than April 15, 2024, and such written notice shall set forth in reasonable detail each such Service to be extended until April 15, 2024 (or earlier, as applicable) and Service Recipient shall under no circumstance have the right to extend any Service set forth on Exhibit A-1 on more than one occasion; provided, further, that the term of any Service set forth on Exhibit A-2 may be extended as mutually agreed in writing by the Parties.

(c) Certain Service Limitations. Service Provider shall be required to use commercially reasonable efforts to provide the Services only to the extent and only at the locations, in the manner and, where applicable, in such quantities, as such Services are being provided prior to the date hereof by Sellers, except in the case of Services set forth on Exhibit A that were not conducted by Sellers prior to the date hereof, in which case Service Provider shall provide such Services with the standard of care set forth in Section 1(h). Service Recipient shall use all Services in a commercially reasonable manner and shall not resell, transfer or assign the Services; provided, that Service Recipient shall be permitted to pass through Services to the direct purchaser of any Proterra Other Business Unit to the extent expressly set forth in Exhibit A-1.

(d) Impracticability. Service Provider shall not be required to provide any Service to the extent the performance of such Service becomes commercially impracticable as a result of a cause or causes outside the control of Service Provider using its commercially reasonable efforts (“**Impracticability**”), including, without limitation, to the extent the performance of such Services (i) would cause, or would reasonably be expected to cause, Service Provider to violate any applicable laws, rules or regulations, (ii) would require the consent of a third party, or (iii) would cause, or would reasonably be expected to cause, the breach of any applicable contract, license or other agreement or would require the payment of any fees to any third party. Solely to the extent required to provide the Services pursuant to the terms and conditions of this Agreement, Service Provider shall use commercially reasonable efforts, with Service Recipient’s commercially reasonable support, in obtaining any third-party consents, licenses, sublicenses or approvals necessary for the performance of the Services, including with respect to the license, sublicense, access or use of any third-party Software. The costs of obtaining any such third party consents, licenses, sublicenses or approvals shall be borne entirely by Opco and Holdco (collectively) if prior to the Effective Date (as defined in the Plan) and after the Effective Date (as defined in the Plan) shall be borne by the Service Recipient who receives the benefit of the associated Service (and if it is for the benefit of more than one Service Recipient, then it shall be borne equally by all Service Recipients); provided, however, that Service Recipient’s prior approval of any payments by Service Provider to third parties for such consents shall be required; and provided, further, in no event shall Service Provider bear the responsibility of any such cost, expense or fee. Service Provider will give Service Recipient as much advance notice as is reasonably practicable of the occurrence of any event that would cause Service Provider (or any of its Affiliates) to curtail or cease providing any Service pursuant to this Section 1(d).

(e) Staffing. Subject to the standard of care described in Section 1(h) hereof, Service Provider shall determine the staffing required and particular personnel assigned to perform the Services hereunder.

(f) Additional Resources. In providing the Services, Service Provider shall not be obligated to: (i) hire or train any additional employees or engage or train any

independent contractors; (ii) maintain the employment of any specific employee or engagement of any specific independent contractor; (iii) purchase, lease or license any additional Software, equipment, vehicles or other assets or property; or (iv) pay any costs related to the acquisition of any hardware, Software or communication or network or cloud storage systems or services, or related to the conversion or transfer of data to Service Provider or any alternate supplier of Services.

(g) Excluded Services. Notwithstanding any statement to the contrary herein, Service Provider shall not provide any services that involve the rendering of legal, regulatory or tax advice or counsel.

(h) Standard of Care; Limited Warranty. The Parties acknowledge, understand and agree that Service Provider will provide only the support services as set forth on Exhibit A and will not be required to make any business, financial, accounting, cash management, operational, purchasing, sales, marketing, credit, legal, regulatory, tax or other decisions for or on behalf of or for the benefit of Service Recipient. Service Provider shall provide the Services in good faith and with the same standard of care it provides to the Proterra Powered Business Unit following the Closing, provided that Service Recipient acknowledges that such standard of care may not be the same standard of care applicable to any commercial service provider. Service Recipient acknowledges that Service Provider is not a commercial provider of any Services and has not, prior to the consummation of the transactions contemplated by the Purchase Agreement, owned or operated any of the Acquired Assets or any assets used in or necessary to conduct the Proterra Powered Business Unit, Proterra Energy Business Unit, Proterra Valence Business Unit or any Proterra Other Business Unit or to otherwise provide the Services. Further, Service Recipient further acknowledges that Service Provider does not regularly provide to third parties services such as the Services as part of its business and, except as set forth in this Section 1(h), Service Provider does not otherwise warrant or assume responsibility for its Services. The warranty stated above is in lieu of and exclusive of all other representations and warranties of any kind whatsoever. **EXCEPT AS STATED ABOVE, THERE ARE NO WARRANTIES RELATING TO THE SERVICES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(i) Performance Remedy. In the event Service Provider fails to provide a Service hereunder or the quality of a Service is not in accordance with Section 1(h) above, Service Recipient will give Service Provider prompt written notice thereof and may immediately suspend payment of Fees associated with such Service. Service Provider shall then have a reasonable period of time, but in no event more than thirty (30) days, to cure the defective Service from the date of the receipt of the notice. If after such period Service Provider has failed to cure the defective Service, Service Recipient may seek an alternative provider for such Service or provide the Service itself, and Service Provider shall promptly discontinue performing such Service at the written request of Service Recipient (and Service Recipient shall no longer be obligated to pay the Fees or any other amounts associated with such Service).

(j) Good Faith Cooperation. Service Provider and Service Recipient shall use good faith efforts to cooperate with each other in all matters relating to the provision, receipt and transition of Services. Such cooperation shall include exchanging relevant information.

(k) Alternatives. If Service Provider reasonably believes that it is unable to provide any Service because of a failure to obtain necessary consents, licenses, sublicenses or approvals, or because of Impracticability, the Parties shall cooperate in good faith to determine the best alternative approach. Until such alternative approach is found or the problem is otherwise resolved to the satisfaction of the Parties, Service Provider shall use commercially reasonable efforts, subject to Section 1(d), Section 1(f) and Section 1(j), to continue providing the Service. To the extent an agreed upon alternative approach results in the incurrence of additional expense beyond which was incurred in connection with the underlying Service, which additional expense has been agreed upon by the Parties, Service Recipient shall reimburse Service Provider for the amount of such additional expense.

(l) Ownership of Assets. Excluding those assets that purchasers of the Proterra Other Business Units acquire as expressly set forth in the applicable definitive agreement or that do not constitute Acquired Assets pursuant to the Purchase Agreement, all procedures, methods, systems, strategies, tools, equipment, facilities, Software and other resources used by Service Provider in connection with the provision of the Services hereunder shall remain the property of Service Provider and shall at all times be under the sole direction and control of Service Provider. Service Recipient acknowledges and agrees that it shall not make any copies and shall have no right to receive copies of any Software provided or made available hereunder. Service Recipient shall not recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, Service Provider's or its Affiliates' hardware or Software. Upon termination of this Agreement or termination of any Service as provided under this Agreement, as applicable, Service Recipient shall (i) cease use of the applicable Software provided or made available by Service Provider pursuant to this Agreement, and any copies of any of the foregoing in the possession or control of Service Recipient or any of its Affiliates or representatives, as the case may be, and (ii) cease using any credentials or other passwords or security measures provided to Service Recipient enabling Service Recipient to access the applicable Service Provider hardware, Software, server, system or the like.

(m) Ownership of Background Intellectual Property. Service Recipient acknowledges and agrees that, except as expressly set forth in Section 1(n), nothing herein shall grant Service Recipient (expressly or by implication, estoppel or otherwise) any ownership interest in any Intellectual Property owned or controlled by Service Provider or otherwise used by Service Provider to provide the Services ("**Service Provider's Background IP**"). Service Recipient further acknowledges and agrees that nothing herein shall grant Service Recipient (expressly or by implication, estoppel or otherwise) any license, permission or other right to disclose, use or exploit any Intellectual Property owned or controlled by Service Provider (including trademarks, service marks, logos, corporate names and the like) except as expressly provided herein (and then only a limited non-exclusive license as necessary to receive the benefit of the Services during the term hereof) or in a separate written agreement between the Parties. Service Provider acknowledges and agrees that Service Recipient shall retain ownership of its and its Affiliates' Intellectual Property and data existing as of the Closing Date and Service Provider will not gain, by virtue of this Agreement or the Services, by implication or otherwise, any rights of ownership of any Intellectual Property or other property owned by Service Recipient ("**Service Recipient's Background IP**") and, together with Service Provider Background IP, "**Background IP**").

(n) Ownership of Developed Intellectual Property. Each Party hereto agrees that (a) as between the Parties, any derivative works, additions, modifications, translations or enhancements (collectively, “**Improvements**”) exclusively relating to a Party’s Background IP created by a Party or its Affiliates pursuant to this Agreement are and shall remain the sole property of the original owner of such Background IP, (b) as between the Parties, any Improvements primarily relating to Service Recipient’s Background IP created by a Party or its Affiliates pursuant to this Agreement are and shall remain the sole property of Service Recipient, subject to the license to Service Provider set forth in Section 1(p) below, and (c) as between the Parties, any other Improvements to a Party’s Background IP created by a Party or its Affiliates pursuant to this Agreement, are and shall remain the sole property of Service Provider. To the extent that Service Provider or its Affiliates create any Improvements exclusively or primarily relating to Service Recipient’s Background IP pursuant to this Agreement, such Improvements shall be deemed a “work made for hire” under applicable Laws. Without limiting the foregoing, to the extent any Improvements for which ownership is intended to be allocated to one Party vest in the other Party or any of its Affiliates during the Agreement Term, such Party (on behalf of itself and its Affiliates) hereby irrevocably assigns and transfers all right, title and interest in such Improvements to the other Party or its designee, with effect as of the Closing. Each of the Parties hereto agrees to execute and to cause its Affiliates to execute all such further instruments and documents and to take all such further action as any other Party may reasonably require in order to effectuate the terms and purposes of this Agreement.

(o) Limited License. Subject to the terms and conditions of this Agreement, Service Provider (on behalf of itself and its Affiliates) hereby grants to Service Recipient and its Affiliates, with effect as of the Closing, a limited, non-exclusive, non-sublicenseable (except to third-parties, solely to the extent required for the receipt of any Service), non-assignable (except as expressly provided for in Section 6(d)), worldwide, royalty-free license, solely during the term of the applicable Service, to use any Intellectual Property (including any Software or technology) owned by or licensed to Service Provider, solely to the extent necessary for Service Recipient and its Affiliates to receive and use such Service as provided for and in accordance with this Agreement, subject to any applicable restrictions, limitations and other provisions set forth or referenced in Exhibit A or otherwise applicable to the access and use of any third-party Software or licenses, including any applicable license agreements. Subject to the terms and conditions of this Agreement, Service Recipient (on behalf of itself and its Affiliates) hereby grants to Service Provider and its Affiliates, with effect as of the Closing, a limited, non-exclusive, non-sublicenseable (except to third-parties, solely to the extent required for the provision of any Service), non-assignable (except as expressly provided for in Section 6(d)), worldwide, royalty-free license, solely during the term of the applicable Service, to use any Intellectual Property (including any Software or technology) owned by or licensed to Service Recipient, solely to the extent necessary for Service Provider and its Affiliates to provide such Service as provided for and in accordance with this Agreement.

(p) License to Improvements. To the extent that any Service Recipient acquires from Service Provider ownership of any Improvements created by a Party or its Affiliates pursuant to this Agreement that relate non-exclusively to Service Recipients Background Intellectual Property, Service Recipient hereby grants to Service Provider and its Affiliates, with effect as of the Closing, a limited, non-exclusive, sublicenseable, transferrable, worldwide, royalty-free, perpetual license, to use and otherwise exploit such Improvements. To the extent that

any Service Provider acquires from Service Recipient ownership of any Improvements created by a Party or its Affiliates pursuant to this Agreement that relate non-exclusively to Service Provider's Background Intellectual Property, Service Provider hereby grants to Service Recipient and its Affiliates, with effect as of the Closing, a limited, non-exclusive, sublicenseable, transferrable, worldwide, royalty-free, perpetual license, to use and otherwise exploit such Improvements.

(q) Security of Personal Information. The Parties understand, acknowledge and agree that in connection with the provision and receipt of Services hereunder, each Party may receive information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, with a particular individual or household (collectively, "**Personal Information**"), and that each Party seeks to comply in all material respects with all applicable Laws governing the collection, processing, use, or transfer of Personal Information ("**Privacy Laws**"). The Party providing the Personal Information hereby represents and warrants that it has obtained any necessary consents to transfer the Personal Information to the other Party. The Parties agree to comply in all material respects with all applicable Privacy Laws in connection with all Services provided under this Agreement, and to negotiate in good faith and enter into any additional agreements necessary to comply with applicable Privacy Laws, including any agreements or documents necessary to transfer or process Personal Information. Each Party covenants and agrees to, during the term of this Agreement and for as long as such Party retains Personal Information of any other Party, use commercially reasonable efforts to: (a) implement security measures designed to protect such information from security breaches or other unauthorized disclosure, (b) promptly (and in no case more than five (5) Business Days) notify such other Party in writing of any unauthorized access to, disclosure of or security breach involving Personal Information received from the other Party, (c) timely provide reasonably detailed information concerning the causes, status, scope and remediation of any such disclosure or breach (d) take reasonable steps to remediate any such disclosure or breach, and (e) promptly respond to any requests made by such other Party with respect to any Personal Information received from such other Party or its Affiliates so as to enable such other Party to comply with its legal obligations.

(r) Omitted Services. If, within thirty (30) days after the Closing Date, Service Recipient desires to request that Service Provider provide one or more services that are not included on Exhibit A, but that (i) Sellers had been regularly providing to their businesses (including by any third-party provider) during the twelve (12)-month period prior to the Closing Date or (ii) Service Provider is willing to provide, in its sole discretion (each such service identified by Service Recipient, an "**Omitted Service**"), then Service Recipient may, by written notice to Service Provider, request that Service Provider provide (or cause to be provided in accordance with this Agreement) such Omitted Service to the extent such Omitted Service is reasonably necessary to operate Service Recipient's business or administer the Distribution Trust. If Service Provider agrees, in its sole discretion, to provide (or cause to be provided in accordance with the terms of this Agreement) such Omitted Service to Service Recipient, the Parties shall mutually effect in writing an amendment to Exhibit A setting forth the Omitted Service, the start date for such Omitted Service, and the Fees (as defined below) payable by Service Recipient for such Omitted Service, and such Omitted Service shall, as of such start date, be deemed a "Service" for the purposes of this Agreement.

(s) Benefits. The Parties hereby agree that the Services related to human resources are clerical in nature, are not being provided by Service Provider in a fiduciary capacity and at no time shall Service Provider have or exercise discretionary authority to control or manage the operation or administration of any Service Recipient employee benefit plan that is subject to the Employee Retirement Income Security Act of 1974 (as amended, “ERISA”). Service Recipient shall, effective as of the date hereof, designate a Service Recipient employee to act as a fiduciary under the Service Recipient’s employee benefit plans that are subject to ERISA.

(t) Confidential Information. During the term of this Agreement, each Party shall, and shall instruct its respective directors, managers, officers, employees, agents, accountants, attorneys or other representatives (“**Representatives**”) to, maintain in confidence and not disclose each such other Party’s Confidential Information, except to such first Party’s Representatives who have a need to know such Confidential Information for the purpose of fulfilling its obligations under this Agreement (unless otherwise agreed between the applicable Parties) and except as required by Law or requested or required by any Governmental or Regulatory Authority. “**Confidential Information**” shall mean all confidential business information (including trade secrets, software programs, intellectual property, data files, source code, computer chips, system designs and product designs, whether or not marked as confidential, whether furnished on or after the date hereof, whether oral (where the Receiving Party should reasonably believe such information is confidential and proprietary to the Disclosing Party and is summarized by the Disclosing Party in writing to the Receiving Party within five (5) Business Days of such disclosure), written or electronic, and regardless of the manner in which it is furnished, together with any notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials), in each case, that is disclosed by or on behalf of one Party (as the “**Disclosing Party**”) to the other Party (as the “**Receiving Party**”) or its Representatives under this Agreement. “Confidential Information” shall not include information which (a) was or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives; provided that, such other source is not known by the Receiving Party or any of its Representatives to be bound by a confidentiality obligation to the Disclosing Party or any of its Affiliates, (b) was or becomes generally available to the public (other than as a result of a breach by the Receiving Party or any of its Representatives of this Agreement), (c) was previously in the possession of the Receiving Party or any of its Representatives prior to disclosure hereunder to the Receiving Party or its Representatives; provided that, such information is not known by the Receiving Party or any of its Representatives to be subject to another confidentiality agreement or other obligation of secrecy to the Disclosing Party or any of its Affiliates or (d) is or was independently developed by the Receiving Party or any of its Representatives without derivation from the Confidential Information and without violating any of the confidentiality obligations under this Agreement.

(u) Access to Data and Employees. Service Provider shall use commercially reasonable efforts to provide Service Recipients with access to data, employees and other information related to the Services in its direct possession or control that is related to the Proterra Other Business Units or that is otherwise reasonably necessary for the Service Recipients (i) to operate and conduct the Proterra Other Business Units in substantially the same manner as operated prior to the date of this Agreement and during the course of the prior twelve (12) month period or (ii) to wind down the businesses or estate of Service Recipient (such data and other information in clause (i) and (ii), as applicable, the “Service Recipient Data”) during the term of

this Agreement and, in the case of clause (ii), thereafter; provided, that such access to employees shall be during ordinary business hours and upon reasonable notice and shall not unreasonably interfere with the business or operations of Service Provider or any other Person and neither Service Provider nor any of its Affiliates shall be required to take any action which would constitute or result in a waiver of the attorney client privilege, attorney work product privilege or similar protection or privilege. Service Provider shall provide at least thirty (30) days' prior written notice to Service Recipients prior to deleting or otherwise destroying any Service Recipient Data and shall, upon Service Recipient's request and at Service Recipient's sole cost and expense, provide Service Recipient Data to Service Recipients prior to its deletion or other destruction.

Section 2. Payments by Service Recipient.

(a) Fees. With respect to the Services, Service Recipient shall pay Service Provider the fees for such Services as set forth on Exhibit A hereto (the "**Fees**"), which identifies the Fees applicable to each distinct component of the Services. On or about (i) February 29, 2024 and (ii) March 15, 2024, Service Provider shall provide each Service Recipient an invoice for Fees (which invoice shall include the amount of any Sales Tax (as defined below) that Service Provider is collecting from such Service Recipient with respect to the Fees reflected on such invoice) related to the Services provided for the periods from (I) February 1, 2024 until February 29, 2024 and (II) March 1 until March 15, 2024, respectively, as set forth on Exhibit A-1. For Services set forth on Exhibit A-2 and for any other Services that Service Provider agrees to provide past March 15, 2024, Service Provider shall provide each Service Recipient an invoice for Fees (which invoice shall include the amount of any Sales Tax (as defined below) that Service Provider is collecting from such Service Recipient with respect to the Fees reflected on such invoice) related to the Services provided for such calendar month. All Fees payable to Service Provider shall be paid in cash by such Service Recipient within ten (10) days of receipt of the invoice with respect thereto. Unless otherwise expressly indicated, all dollar amounts referred to in this Agreement (and the other documents entered into in connection herewith) are in United States Dollars, and all amounts owing under this Agreement and such other documents shall be paid in United States Dollars.

(b) Expenses. Service Recipient shall reimburse Service Provider for all reasonable and actual out-of-pocket costs and expenses incurred by Service Provider (and its Affiliates) in connection with the provision of Services hereunder, provided that any such costs and expenses in excess of \$5,000 have been approved in advance in writing by Service Recipient. Service Provider shall invoice Service Recipient for any such costs and expenses monthly in arrears as part of the invoices described in Section 2(a). All costs and expenses payable to Service Provider shall be paid in cash by Service Recipient within ten (10) days of receipt of the invoice with respect thereto.

(c) Taxes. The amounts payable pursuant to Section 2(a) and Section 2(b) are exclusive of any sales, use, value added, goods and services or other similar Taxes ("**Sales Taxes**"). Service Recipient shall promptly pay to Service Provider any and all Sales Taxes that Service Provider has any obligation to collect from the Service Recipient under applicable law, with respect to, in connection with or relating to Service Provider's provision of Services to Service Recipient and Service Recipient shall promptly reimburse Service Provider for any such Sales Tax that are directly imposed on Service Provider (which shall exclude, for the avoidance of doubt,

income and similar taxes imposed upon Service Provider with respect to the Fees received under this Agreement). Any such Sales Tax payable to Service Provider shall be paid in cash by Service Recipient within ten (10) Business Days of receipt of the invoice with respect thereto. Service Provider and Service Recipient shall reasonably cooperate with one another in connection with determining whether any exemption certificates or other forms may be available to establish an exemption from (or otherwise reduce) the amount of any Sales Taxes that would otherwise be payable with respect to the Services provided under this Agreement, and shall reasonably cooperate with one another in connection with the preparation of any such exemption certificates and forms. Service Recipient shall be entitled to any refund of any Sales Taxes paid in connection with the provision of Services under this Agreement (provided Service Recipient takes any actions required by applicable law to be taken by the Service Recipient to secure such refund and that any refunds to which Service Recipient is entitled shall be net of any costs and expenses incurred by Service Provider in connection therewith). Service Provider shall cooperate in good faith with the Service Recipient at the sole costs and expense of Service Recipient in connection with the pursuit of any available refunds of such Sales Taxes.

(d) Late Payments. Any Fees, costs, expenses and other amounts payable by Service Recipient hereunder not paid by the applicable payment date shall be subject to late charges, calculated at a rate of 10% per annum from ten (10) Business Days following the applicable payment date to the actual date of payment.

Section 3. Indemnification; Limitation of Liability.

(a) Indemnification by Service Recipient. Service Recipient agrees to and does hereby indemnify and hold Service Provider and its Non-Recourse Parties (as defined below) (collectively, the “**Service Provider Indemnified Parties**”) harmless from and against any and all damages, losses, taxes, fines, penalties, judgments, assessments, liability and expense (including, without limitation, (i) reasonable expenses of investigation and reasonable attorneys’ fees and expenses in connection with any action, claim, suit or proceeding, including, but not limited to, any expenses incurred in connection with the enforcement of the rights of any party pursuant to this Agreement and (ii) participant claims (including claims for benefits) related to any human resources or similar Service or employee benefit plan subject to ERISA) (“**Losses**”) to which the Service Provider Indemnified Parties may be subjected or which the Service Provider Indemnified Parties incur or sustain arising out of or directly attributable to a third-party claim arising out of or directly attributable to the performance of any Services or otherwise arising under this Agreement, except for any such Losses attributable to Service Provider’s breach of this Agreement or its gross negligence or willful misconduct.

(b) Indemnification by Service Provider. Service Provider agrees to and does hereby indemnify and hold Service Recipient and its Non-Recourse Parties (collectively, the “**Service Recipient Indemnified Parties**”) harmless from and against any and all Losses to which the Service Recipient Indemnified Parties may be subjected or which the Service Recipient Indemnified Parties incur or sustain arising out of or directly attributable to any third-party claim arising out of or directly attributable to Service Provider’s (or any of its Affiliate’s or subcontractor’s) gross negligence or willful misconduct, except for any such Losses attributable to Service Recipient’s gross negligence or willful misconduct.

(c) Limitation of Liability.

(i) Under no circumstances will Service Provider or any of its Non-Recourse Parties be liable (pursuant to any regulation, rule, law or statute, including, without limitation, ERISA, in contract, tort or otherwise) to Service Recipient for any Losses suffered by Service Recipient arising out of or attributable, directly or indirectly, to the performance of, or any failure to perform duly and punctually, any Service, covenant, agreement or undertaking on the part of Service Provider contained in this Agreement, and Service Recipient waives and releases any claim therefor, except for any such Losses attributable to Service Provider's gross negligence or willful misconduct, in which case Service Provider's liability to Service Recipient shall be limited to an amount equal to two times the aggregate amount of Fees paid and payable (or to be payable) (calculated assuming this Agreement is in full force until the Expiration Date and all Services have been performed pursuant to this Agreement) by Service Recipient to Service Provider hereunder. In no event shall Service Provider be liable for any Losses arising out of or attributable to Service Recipient's failure to perform its responsibilities hereunder.

(ii) Any liability of the Parties to one another arising with respect to any matters arising out of or attributable to, directly or indirectly, this Agreement, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall be limited to actual damages. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY NOR ANY OF ITS NON-RECOURSE PARTIES SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS NON-RECOURSE PARTIES FOR PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA, LOSS OF USE OR BUSINESS INTERRUPTION, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, ARISING FROM OR RELATING TO ANY CLAIM MADE UNDER THIS AGREEMENT OR REGARDING THE PROVISION OF OR THE FAILURE TO PROVIDE THE SERVICES. SERVICE PROVIDER AND ITS NON-RECOURSE PARTIES SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE WHATSOEVER FOR SERVICE PROVIDER CEASING TO PROVIDE (OR HAVING A THIRD PARTY PROVIDE) ANY SERVICE FOLLOWING THE EXPIRATION DATE OR OTHER TERMINATION PERMITTED PURSUANT TO THIS AGREEMENT.**

(iii) All obligations of each of the Reorganized Debtors (collectively), on the one hand, and the Wind Down Debtors and the Distribution Trust (collectively), on the other hand, are several and not joint, and in no event shall any of such Parties, on the one hand, have any liability or obligation with respect to the acts or omissions of, or related to the business or affairs of, any of the other such Parties, on the other hand, under this Agreement.

Section 4. Termination.

(a) Each Service Recipient may terminate this Agreement solely with respect to itself, either with respect to all or with respect to any one or more of the Services provided to it hereunder, for any reason or for no reason, at any time upon fifteen (15) days' prior written notice to Service Provider; provided, however, that such Service Recipient does not have the right to unilaterally reinstitute any such Service. For the avoidance of doubt, in the event of termination of any Service prior to the end of the term for such Service, except for the terminated Service specifically identified in the notice to Service Provider, all other Services and other covenants and agreements shall continue in accordance with the terms hereof. Service Recipient shall have no obligation to pay any Fees for any Services after the effective date of the termination of such terminated Service.

(b) Either Service Provider or Service Recipient may also terminate this Agreement if the other Party breaches a material provision of this Agreement and does not cure such breach within thirty (30) days after being given notice of the breach; provided, that such termination shall only be in respect of such Service Recipient who has breached this Agreement or such Service Recipient who desires to terminate, as applicable, and the Agreement shall remain in full force and effect with respect to the non-breaching Service Recipients.

(c) This Agreement shall terminate automatically upon the Bankruptcy Court entering an order dismissing the Bankruptcy Cases or converting the Bankruptcy Cases to cases under Chapter 7 of the Bankruptcy Code solely to the extent such occurs prior to the Effective Date (as defined in the Plan).

(d) This Agreement shall terminate automatically with respect to each Service Recipient immediately following the expiration of the terms of all Services being provided to such Service Recipient as set forth on Exhibit A (such that any Service is no longer being provided hereunder to such Service Recipient).

Section 5. Survival. The following obligations shall survive the termination of this Agreement: (a) the obligations of each Party under Section 1(l), Section 1(m), Section 1(n), Section 1(p), Section 1(u), Section 2, Section 3, Section 4, this Section 5 and Section 6 and (b) Service Provider's right to receive compensation (with respect to amounts accrued prior to such termination) for those Services provided by Service Provider prior to termination of this Agreement (or amounts payable to Service Provider prior to termination of this Agreement).

Section 6. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (a) on the day of service if served personally (at the address set forth below) on the Party to whom notice is to be given; (b) on the day of transmission if delivered by electronic mail (to the email address set forth below) during regular business hours on a Business Day and, if not, then on the following Business Day; or (c) one (1) Business Day after being sent (to the address set forth below) by Fed Ex or a similar nationally recognized overnight courier (with next day delivery specified):

If to Service Provider:

Volvo Battery Solutions LLC
Mack Trucks, Inc.

8003 Piedmont Triad Parkway
Greensboro, North Carolina 27409
Attention: Gregory Higgins
Rikard Bentelius
Fredrik Brunell
Email: gregory.higgins@volvo.com
rikard.bentelius@volvo.com
fredrik.brunell@volvo.com

with a copy to (which shall not
constitute notice):

Greenberg Traurig, LLP
1000 Louisiana Street, Suite 1700
Houston, Texas 77002
Attention: Shari L. Heyen
David R. Eastlake
Email: shari.heyen@gtlaw.com
david.eastlake@gtlaw.com

Greenberg Traurig, LLP
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601
Attention: Hans E. Biebl
Email: hans.biebl@gtlaw.com

If to Service Recipient:

Proterra Inc
999 17th Street, 7th Floor
Denver, Colorado 80202
Attention: Justin D. Pugh
Email: justin.pugh@fticonsulting.com

with a copy to (which shall not
constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Paul M. Basta
Robert A. Britton
Austin S. Pollet
Michael J. Colarossi
Email: pbasta@paulweiss.com
rbritton@paulweiss.com
apollet@paulweiss.com
mcolarossi@paulweiss.com

Any Party may change its address for the purpose of this Section 6(a) by giving the other Party written notice of its new address in the manner set forth above.

(b) Non-Waiver. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said Party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Except as expressly provided herein, no waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

(c) Entire Agreement. This Agreement (along with all exhibits, appendices and annexes attached hereto and the other documents referred to herein) constitutes the entire agreement between the Parties solely with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, between or among the Parties with respect to such subject matter. Each attachment, exhibit, schedule, appendix and annex shall be considered incorporated into this Agreement. Any amendments, or alternative or supplementary provisions, to this Agreement must be made in writing and duly executed by an authorized representative or agent of each Party.

(d) Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Service Recipient without the prior written consent of Service Provider. Service Provider may assign or delegate any of its rights, interests or obligations hereunder without the consent of any Service Recipient so long as Service Provider remains liable for all of its obligations hereunder.

(e) Specific Performance. Each Party hereby acknowledges and agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by a Party in accordance with their specific terms or were otherwise breached by a Party. Accordingly, if any Party violates or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Party or Parties shall, in addition to any other remedy to which a Party is entitled at law or in equity, be entitled to seek specific performance of such covenant or agreement or seek any other equitable relief, in each case without the proof of actual damages. Each Party agrees to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, and agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) the other Party has an adequate remedy at law, or (b) an award of specific performance is not an appropriate remedy for any reason at law or equity. Notwithstanding anything expressed or implied herein to the contrary, the Parties acknowledge, understand and agree that the rights, restrictions and obligations of the Parties under and with respect to this Section 6(e) are subject to all terms and conditions of this Agreement (including, without limitation, the terms, conditions and limitations contained in Section 1 of this Agreement).

(f) Governing Law; Jurisdiction and Forum; Waiver of Jury Trial. Except to the extent governed by the Bankruptcy Code, this Agreement will be governed by and be construed in accordance with the Laws of the State of Delaware, without regard however to the

conflicts of laws principles thereof. Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (a) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes that may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (b) any and all legal proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations pursuant to Section 6(a). To the extent not prohibited by applicable Law or Bankruptcy Court rule, each Party hereby waives and agrees not to assert, by way of motion, as a defense or otherwise in any such proceeding, any claim (i) that it is not subject to the jurisdiction of the Bankruptcy Court, (ii) that the proceeding is brought in an inconvenient forum, (iii) that it is immune from any legal process with respect to itself or its property, (iv) that the venue of the proceeding is improper or (v) that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court. Each of the Parties hereby (a) irrevocably submits with regard to any such legal proceeding to the exclusive personal jurisdiction of the Bankruptcy Court in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Bankruptcy Court or that such action is brought in an inconvenient forum and (c) agrees that it shall not bring any action relating to this Agreement or any transaction contemplated hereby in any court other than the Bankruptcy Court; provided, that, a Party may commence any action or proceeding in a court other than the Bankruptcy Court solely for the purpose of enforcing an order or judgment issued by the Bankruptcy Court. The Parties waive personal service of any and all process on each of them and consent that all such service of process shall be made in the manner, to the Party and at the address set forth in Section 6(a), and service so made shall be complete as stated in such Section 6(a). EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

(g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be executed through the exchange of portable document format .pdf email signature pages or other electronic means, which shall have the same legal effect as original signatures.

(h) Severability; Parties in Interest. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and, for purposes of such jurisdiction, such provision or portion thereof shall be struck from the remainder of this Agreement, which shall remain in full force and effect. This Agreement shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the Parties under this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any person not a party to this Agreement any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(i) Force Majeure. The Parties shall be relieved of their obligations hereunder (except for Service Recipient's obligation to make payments to Service Provider

pursuant to Sections 1 and 2 hereof to the extent Services are provided), if and to the extent that any of the following events hinder, limit or make commercially impracticable the performance by either party of any of its obligations hereunder: act of God, war, terrorist act, civil commotion, riot, acts of public enemies, blockade or embargo, fire, explosion, lightning, casualty, accident, flood, sabotage, national defense requirements, labor trouble, strike, lockout, injunction, disease outbreaks, pandemics (including any effect resulting from, arising in connection with or otherwise related to COVID-19 and/or any COVID-19 measures in response to COVID-19 or any escalation thereof) or any law, directive, pronouncement, guideline or recommendation promulgated by any Governmental or Regulatory Authority in response to or connection with any of the foregoing or any escalation or worsening thereof; governmental requests, laws, regulations, orders or actions, whether valid or invalid (including, without limitation, import or export prohibitions or priorities, requisitions, allocations and price adjustment restrictions); or any other event, whether or not of the class or kind enumerated herein, beyond the control of either Party such as cannot be circumvented by reasonable diligence and without expense. The Party claiming relief hereunder shall notify the other Party in writing of the events causing delay or default in performance. The Party failing to fulfill its obligations shall, however, take reasonable and timely steps to remove or otherwise address the impediment to action.

(j) Relationship of the Parties. The Parties hereto are independent contractors. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, franchise or joint venture relationship between the Parties. Neither Party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein. Nothing in this Agreement shall be construed as (i) an assumption by Service Provider or any of its Affiliates of any obligation to increase the sales or profits or otherwise to assume responsibility for the operations or the business of Service Recipient or any of its Affiliates, (ii) an assumption by Service Provider or any of its Affiliates of any financial obligation of Service Recipient or any of its Affiliates, or (iii) an assumption by Service Provider or any of its Affiliates of any responsibility for services or goods provided by suppliers or vendors employed by Service Recipient at the suggestion or recommendation of Service Provider or any of its Affiliates.

(k) Information Assistance. During the term of this Agreement, and for a period of one (1) year thereafter, each Party shall maintain complete and accurate books and records relating to the Services and shall provide to the other Party copies of such records as may be reasonably requested by the other Party.

(l) Non-Recourse. This Agreement may be enforced only against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may be brought only against the individuals and entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. With respect to each named party to this Agreement, no Non-Recourse Party of such named party to this Agreement shall have any liability (whether in contract tort, or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of such named party or for any claim based on, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby. Without limiting the rights of any party against the other parties to this Agreement, in no event shall any party hereto or any of its Affiliates seek to enforce this Agreement against, make any

claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party. “**Non-Recourse Party**” means, with respect to a Party, any of such Party’s past, present and future equityholders, controlling Persons, directors, officers, employees, incorporators, members, managers, general or limited partners, shareholders, Affiliates, agents, attorneys, advisors, financing sources, representatives, assignees or successors (or any past, present and future equityholder, controlling Person, director, officer, employee, incorporator, member, manager, general or limited partner, shareholder, Affiliate, agent, attorney, advisor, financing source, representative, assignee or successor of any of the foregoing).

[SIGNATURE PAGE FOLLOWS]

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

SERVICE PROVIDER:


VOLVO BATTERY SOLUTIONS LLC

DocuSigned by:
Charles Albrecht
By: BBE9DE6DD1AE43F...
Name: Charles A. Albrecht
Title: President

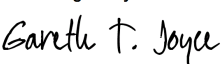
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SERVICE RECIPIENT:

PROTERRA INC

DocuSigned by:

By: 91FE4B1D772C44B...
Name: Gareth Joyce
Title: President

PROTERRA OPERATING COMPANY, INC.

DocuSigned by:

By: 91FE4B1D772C44B...
Name: Gareth Joyce
Title: President

Annex A

Form of Signature Page for Distribution Trust

SERVICE RECIPIENT:

**[DISTRIBUTION TRUST / TRUSTEE OF
DISTRIBUTION TRUST]**

By:_____

Name:

Title:

Exhibit A

**Services
(see attached)**

Exhibit A**Exhibit A-1****Services to be offered through and ending on March 15th, 2024**

Function	Business Unit	Service Name	Description	Service End Date ¹	Weekly Costs (\$000)
IT	Energy & Valence	IT BAU shared service support	Shared resource pool of 2.75 FTEs, MSPs, and Non-MSPs to perform select existing IT functions and services, including but not limited to: (1) Cybersecurity & incident management, (2) Application ticket response and data fixes (i.e., Oracle), (3) End-user support, (4) Cloud and infrastructure support and ticket resolution.	March 15 th , 2024	\$13.7
IT	Estate	IT BK Support	Shared resource pool of .05 FTE to provide reporting and correspondence and conduct ad-hoc research in support of the Bankruptcy Cases.	March 15 th , 2024	\$.2
IT	Proterra Other Business Units	IT Data Extraction	.875 FTE (with as-needed support of MSPs) for data extraction support, including but not limited to: (1) providing data related to Proterra Other Business Units for the core applications (Servicemax, Salesforce, Arena, Oracle, 3DX, Smartsheet) and (2) migrating email inboxes and Sharepoint sites that are part of the data assets used by the purchasers of the Proterra Other Business Units or Service Recipient (including seller-approved automated data migration/extraction tool implementation support) Data will be provided using the existing vendor-supported data extract processes and file formats. All data requests must be submitted to the Service Provider by February 15 th , 2024. Costs will include recurring FTE cost estimate as well as additional MSP pass-thru costs, as incurred. For all additional pass-thru costs, Service Provider will provide a copy of the MSP invoice along with the TSA invoice. Services may be passed through to purchasers of the Proterra Other Business Units.	March 15 th , 2024	\$3.6 + MSP Pass-Thru costs
IT	Energy & Valence	Applications access	Users of the Proterra Energy Business Unit and the Proterra Valence Business Unit to retain some level of access for identified applications. <i>See Appendix A.</i>	March 15 th , 2024	\$6.1
IT	Energy & Valence	Network and infrastructure access	(6) Continued use of & access to the Service Provider's corporate SD-WAN infrastructure by all of Proterra Other Business Units' locations & staff at the same bandwidth provided to Sellers' business units prior to Closing; (2) SD-WAN operations, maintenance, security, and support; and (3) Service desk support & troubleshooting for any problems related to use of the SD-WAN (i.e., access, connectivity, stability, performance, issues)	March 15 th , 2024	\$.9

¹ Subject to extension under the Agreement.
ACTIVE 693199597v2

Function	Business Unit	Service Name	Description	Service End Date ¹	Weekly Costs (\$000)
IT	Energy & Valence	Data Center & Hosting	(1) Continued use of and access to Service Provider's on-premises corporate network, servers, and storage infrastructure in Santa Clara CA, Burlingame, CA, Greenville, SC, Greer, SC and cloud-hosted AWS services; (2) Support & troubleshooting for any problems related to performance and availability of hosting environments (i.e., access, connectivity, stability, performance, issues); (3) Service Recipient will be provided with Data Center co- location services by Service Provider. The services are provisioned via a third-party co-location service provider ("CoLo Provider"). Data center services shall be provided at the same service levels and standards that Service Provider receives from its CoLo Provider as of immediately following the Closing. Service Provider shall manage the CoLo Provider relationship on behalf of Service Recipient. This service shall include data hall/ rack access, environment management, physical security management and provision of Data Center co-location services serving as a DR site for Service Recipient; (4) Continued use of and access to Service Provider's back up capabilities.	March 15 th , 2024	Costs are included within other line items
IT	Energy & Valence	Laptop Use	All laptops to be maintained by Service Provider and can be used by employees of Service Recipient; provided, that Service Recipient shall cause all laptops to be returned to Buyers by the service end date. See Appendix B.	March 15 th , 2024	\$.20
IT	Energy & Valence	Website	Continued use of the Proterra website.	March 15 th , 2024	\$--
Finance & Accounting	Energy & Valence	F&A BAU shared service support	.75 FTE to perform all F&A functions, including but not limited to: (1) Corporate FP&A Service. Normal financial reporting, ad-hoc reports, etc. as needed; (2) Accounts Payable / Treasury. Treasury and Cash management / lock-box, processing invoices, AP posting, payment selection and approval process, reconciliations, accruals, postings, and 1099s; (3) Accounts Receivable / Billing. Accounts receivable and aging, customer billing, customer accruals, invoice issuing, deduction management, dispute resolution, and bank reporting & reconciliations. (4) Month-end close. Accruals, preparation & posting of journal entries, account reconciliations, and intercompany postings & eliminations. (5) Tax. Sales & use filing and audit support	March 15 th , 2024	\$5.2
Finance & Accounting	Estate	F&A BK Support	Shared resource pool of 4.375 FTE and contractors to provide reporting and correspondence, assist with MOR reporting and claims reconciliation, and conduct ad-hoc research in support of the Bankruptcy Cases.	March 15 th , 2024	\$17.2
Finance & Accounting	Energy & Valence	F&A Historical Data access	Service Provider to provide certain financial data, as requested by Service Recipient.	March 15 th , 2024	\$--
Human Resources	Energy & Valence	HR BAU shared service support	Shared resource pool of .250 FTE to perform all required HR functions for employees of the Proterra	March 15 th , 2024	\$.7

Function	Business Unit	Service Name	Description	Service End Date ¹	Weekly Costs (\$000)
			Energy Business Unit and Proterra Valence Business Unit, including but not limited to: (1) Payroll processing, (2) Compliance, (3) Benefits / COBRA administration, (4) Onboarding/Training and (5) Immigration migration assistance.		
Human Resources	Energy & Valence	HR Transition support	.275 FTE to assist in migration of payroll system and data migration and conversion, as well as provide reporting, as needed, in support of the Bankruptcy Cases.	March 15 th , 2024	\$1.0
Human Resources	Energy & Valence	HR Historical Data access	Service Provider to provide access to select policies and procedures, as requested by Service Recipient. <i>See Appendix C.</i>	March 15 th , 2024	\$--
Legal	Estate	Legal BK Support	Shared resource pool of .250 FTE to provide reporting and correspondence, assist claims and contracts reconciliation, and conduct ad-hoc research in support of the Bankruptcy Cases.	March 15 th , 2024	\$1.5
Legal	Energy & Valence	Legal Historical Data access	Service Provider to provide historical data related to Sellers (entity structure, historical contracts, lawsuits and arbitrations, etc.).	March 15 th , 2024	\$--
Operations	Energy & Valence	Supply Chain BAU shared service support	.375 FTE to provide BAU supply chain services, including but not limited to: (1) Procurement (2) Supplier negotiations (3) Sourcing (4) Project management and (5) General supplier advisory.	March 15 th , 2024	\$.6
Operations	Energy & Valence	Supply Chain Transition Support	.125 FTE to assist Sellers as reasonably required in separating all co-mingled supplier contracts and transiting all 3 rd party supplier agreements to the purchaser(s) of any of the other business units of Sellers, including the Proterra Energy Business Unit or the Proterra Valence Business Unit.	March 15 th , 2024	\$1.0
Operations	Estate	Operations BK Support	Shared resource pool of .925 FTE to provide reporting and correspondence, assist claims and contracts reconciliation, and conduct ad-hoc research in support of the Bankruptcy Cases.	March 15 th , 2024	\$4.5

Exhibit A (continued)**Exhibit A-2****Services to be offered after the completion of those listed in Exhibit A-1**

Function	Business Unit	Service Name	Description	Service End Date ²	Weekly Costs (\$000)
IT	Estate	Data Custodian	Service Provider to serve as data custodian for Service Recipient, providing data extraction services as requested related to Proterra Other Business Units for the core applications (including but not limited to Servicemax, Salesforce, Arena, Oracle, 3DX, Smartsheet). Service Provider will provide invoice breakout of hours and time used for service with each TSA invoice.	September 15 th , 2024	\$100/hour
F&A	Estate	F&A wind-down Support	Shared resource pool of FTE and contractors to provide reporting and correspondence, provide treasury services, assist with bankruptcy reporting and claims reconciliation, and conduct ad-hoc analysis in support of the Distribution Trust in furtherance of the wind-down. Support will step-down after the Effective Date as follows: Months 1 – 2: 4.0 FTE Month 3: 3.0 FTE Month 4: 2.0 FTE	July 15 th , 2024	Months 1 – 2: \$15.7 Month 3: \$11.8 Month 4: \$7.8
HR	Estate	HR wind-down Support	.125 FTE to provide reporting, other HR administrative services, and knowledge transfer in support of the Distribution Trust in furtherance of the wind-down.	May 15 th , 2024	\$.5
Legal	Estate	Legal wind-down Support	Shared resource pool of .125 FTE to provide reporting and correspondence, assist claims and contracts reconciliation, and provide knowledge transfer in support of the Distribution Trust in furtherance of the wind-down.	May 15 th , 2024	\$.5
Operations	Estate	Operations wind-down Support	Shared resource pool of .125 FTE to provide reporting and correspondence, assist claims and contracts reconciliation, and provide knowledge transfer in support of the Distribution Trust in furtherance of the wind-down.	May 15 th , 2024	\$.7

² Subject to extension under the Agreement.
ACTIVE 693199597v2

Appendix A to Exhibit A: Application and Uses

Vendor	Application(s)	Use	TSA Access
Adaptive Insights LLC	Adaptive- Workday	Finance and Accounting Tool	Existing
Aqua Security Software, Inc.	Serverless Functions, Nodes, VMs	Cybersecurity	Existing
Axonius	Axonius	Asset Management	Existing
Beyond Trust Renewal	Bomgar	Remote Support	Existing
Boomi Inc	Boomi - Enterprise Edition (Custom Package)	Oracle Middleware	Existing
Clearwater	Clearwater	Finance and Accounting Tool	Existing
Cloudflare	Cloudflare	Firewall	Existing
Crowdstrike	Crowdstrike	Cybersecurity	Existing
Delinea	Thycotic	Cybersecurity	Existing
DigiCert, Inc.	DigiCert, Inc.	Cybersecurity / Certificate Management	Existing
DocuSign, Inc.	DocuSign, Inc.	Legal Tool	Existing
Druva, Inc.	Druva, Inc.	Desktop Backup	Existing
Excel4apps, Inc.	GL Wand	Finance and Accounting Tool	Existing
GitHub, Inc.	GitHub, Inc.	Version / Source Control	Existing
GuidePoint Security, LLC	Netskope	Cybersecurity	Existing
Imanami Corporation	Newtrix	Directory and Federation	Existing
KnowBe4, Inc.	PhishER, Security Awareness	Secure Email Tool, Security Training	Existing
Mathworks Inc., The	Matlab Maintenance	Engineering / Programming Software	Existing
Microsoft Corporation	Active Directory	Domain Network	Existing
Microsoft Corporation	Intune	Mobile Device Management	Existing
Microsoft Corporation	Local fileshares	Collaboration	Existing
Microsoft Corporation	SCCM	Cybersecurity	Existing
Microsoft Corporation	Teams	Collaboration	Existing
Microsoft Corporation	Remote Desktop	Remote Access	Existing
Mimecast North America Inc	Mimecast North America Inc	Cybersecurity / Secure email	Existing
Mission Cloud Inc ³	AWS, AWS System Manager	Cloud Computing	Existing
Navisite LLC	Oracle Hosting/DBA Maintenance	Oracle Host	Existing
Okta, Inc.	Okta	Single Sign On	Existing
Oracle America, Inc.	Oracle Cloud Planning	Enterprise Resource Planning (ERP)	Existing
Oracle America, Inc.	Oracle- Server & Database Licenses	Enterprise Resource Planning (ERP)	Existing
Qradar	Qradar	Cybersecurity	Existing
Salesforce, Inc	Production Instance	CRM	Existing
Service Max, Inc.	ServiceMax Titanium Read only	Field Service Management	Limited
ServiceNow Inc.	IT Service Management Professional	Asset Management	Existing
Softchoice Corporation	Adaxes	Active Directory / Domain Network	Existing
Softchoice	EA Software	Collaboration	Existing
Softchoice Corporation	Foxit Editor, Foxit Pro	Content Design / Visual Tool / PDF Tool	Existing
Solarwinds, Inc.	SolarWinds	Infrastructure Monitoring	Existing
Tenable	Tenable Nessus	Cybersecurity	Existing
The Ultimate Software Group	UltiPro Software, UltiPro Product Support Services, and SAAS Services	HRIS	Existing
Triniti Corporation	Triniti	Oracle / Arena Middleware	Existing
Trundl Inc	Jira	Version / Source Control	Existing
Valimail Inc.	Valimail	Cybersecurity	Existing
Vertex, Inc.	Vertex	Finance & Accounting Technology (Tax)	Existing
Zoho Corporation	ManageEngine	Cybersecurity	Existing

³ Cost related to AWS accounts are not included in this agreement, as they are included within other commercial agreements.
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Appendix B to Exhibit A: Laptops and Users

Employee Name	AD ID	Department	Employee Type
Amy Gagnon	agagnon	Corporate	FTE
Bebe Nguyen	bnguyen3	Infrastructure	FTE
Corrine Beck	cbeck	SaaS Business	FTE
Curtis Lee	clee	Strategic Partnerships	FTE
Chad Parsons	cparsons	Infrastructure	FTE
Caroline Quazzo-Elnick	cquazzo-elnick	SaaS Business	FTE
Ed Cabell	ecabell	Strategic Partnerships	FTE
Flora Fang Wang	fwang	Finance and Accounting	FTE
Graham Haydon	ghaydon	SaaS Business	FTE
Gubendran Lakshmanan	glakshmanan	SaaS Business	FTE
Hayden Solomon	hsolomon	Infrastructure	FTE
James Gordey	jgordey	SaaS Business	FTE
Kristie Chan	kchan2	Finance and Accounting	FTE
Maggie Royal	mroyal	SaaS Business	FTE
Philip Exley	pexley	Strategic Partnerships	FTE
Roberto Parades	rparades	SaaS R&D	FTE
William Felber	wfelber	SaaS - COGS	FTE
Zackery Derich	zderich	SaaS Business	FTE

Appendix C to Exhibit A: HR Policies and Materials

Material	Type
Guidebook	Employee Handbook
PQL Evaluation Process Documents	30/90/60-day New Hire Evaluations
2023 PQL Summaries	PQL Evaluations Results
PIP Appraisal Form	Compliance Forms
Disciplinary Action Form	Compliance Forms
New Time and Attendance Policy	Policy ad Procedure
FTO Policy	Policy ad Procedure
Drug and Alcohol Policy	Policy ad Procedure

Exhibit G-2

Volvo Transition Services Agreement #2 – Telemetry

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “**Agreement**”) is made as of February 14, 2024 by and among (a) Volvo Battery Solutions LLC, a Delaware limited liability company (“**Volvo**”), (b) Proterra Inc, a Delaware corporation (“**Holdco**”), (c) Proterra Operating Company, Inc., a Delaware corporation (“**Opco**”, and together with (i) Holdco, (ii) the Wind Down Debtors (as defined in the Plan¹) as successors to Holdco and Opco, and (iii) when added as a Party pursuant to Section 1(a)(ii), the Distribution Trust (as defined in the Plan) (or any trustee of the Distribution Trust), collectively, “**Sellers**” and each a “**Seller**”), and (d) Phoenix Motor Inc., a Delaware corporation (“**Phoenix**”). Volvo, Sellers and Phoenix are each referred to herein as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Volvo Purchase Agreement (as defined below).

RECITALS

A. Volvo has entered into that certain Asset Purchase Agreement, dated as of November 9, 2023 (as amended, modified or supplemented, the “**Volvo Purchase Agreement**”) with Holdco, Opco and Mack Trucks, Inc., a Pennsylvania corporation, for the limited purposes set forth therein, pursuant to which Volvo purchased from Sellers certain assets and assumed certain liabilities of Sellers related to or involving the Proterra Powered Business Unit, all on the terms and subject to the conditions in the Volvo Purchase Agreement.

B. Phoenix has entered into that certain Asset Purchase Agreement, dated as of November 13, 2023 (as amended, modified or supplemented, the “**Phoenix Purchase Agreement**,” and together with the Volvo Purchase Agreement, the “**Purchase Agreements**”) with Holdco and Opco, pursuant to which Phoenix purchased from Sellers certain assets and assumed certain liabilities of Sellers related to or involving the Proterra Transit Business Unit, all on the terms and subject to the conditions in the Phoenix Purchase Agreement.

C. In connection with the transactions contemplated by the Purchase Agreements, each Party desires to enter into certain transitional arrangements to receive (in such capacity, a “**Service Recipient**”) from each other Party (in such capacity, a “**Service Provider**”) certain expressly identified information technology, software support, engineering and other services for a limited period of time and acknowledges that the Party providing such service is not a commercial provider of any such services.

D. Each Party is willing to enter into such transitional arrangements on the terms and conditions set forth herein.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound, the Parties do hereby agree as follows:

¹ The “**Plan**” is the *Second Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and Its Debtor Affiliate* [Docket No. 737], as it may be modified, amended or supplemented.

Section 1. Transitional Arrangements.

(a) Services.

(i) Commencing on the date hereof and during the term of this Agreement, Service Provider shall use commercially reasonable efforts to provide or cause to be provided (including by Service Provider's Affiliates, by subcontract or otherwise) to Service Recipient such of the services previously furnished directly or indirectly by Sellers in connection with the operation of the Proterra Powered Business Unit and the Proterra Other Business Units prior to the date hereof, in each case, as are expressly set forth on Exhibit A (including any exhibits and appendices thereto) (only to the extent Service Provider has acquired the assets or hired employees (or in the case of Sellers, retained the assets or employees) required to perform such Service and has the right to use such asset for the benefit of a third party or has hired (or retained, as applicable) such employee) (each, individually, a "**Service**" and collectively, the "**Services**"), but excluding the services listed and described on Exhibit B. Exhibit A and Exhibit B shall be incorporated into and form an integral part of this Agreement; provided, however, that in the event of any inconsistency or conflict between Exhibit A and Exhibit B, on the one hand, and the terms of this Agreement, on the other hand, the terms of this Agreement shall control and be determinative.

(ii) The Parties acknowledge and agree that following the formation of the Distribution Trust, the Distribution Trust (or any trustee of the Distribution Trust) shall join this Agreement as a Party and be bound hereunder to the terms and conditions of this Agreement, subject to the execution and delivery by the Distribution Trust (or any trustee of the Distribution Trust) to Volvo and Phoenix of a signature page in the form attached hereto as Annex A.

(iii) Service Recipient acknowledges that, in connection with providing the Services, Service Provider will not be required to use its own funds for any (A) service provided by a third party to Service Recipient other than pursuant to the Services to be provided under this Agreement, (B) payment obligation of Service Recipient or its Affiliates or (C) payment of any fees owed to any third party required for Service Provider to use an Acquired Asset solely to provide the Services (other than such fees covered in the Fees set forth on Exhibit A). In addition, the Parties acknowledge that the Services are being provided as an accommodation to all of the Parties to allow the Parties a period of time to (x) enter into mutually agreed commercial arrangements with the other Parties following the term of this Agreement, with respect to the subject matter of the Services and/or (y) agree with the other Parties on a plan to disentangle the information technology systems and data that is the subject matter of the Services.

(b) Term. The term of this Agreement shall commence on the date hereof and shall remain in effect, with respect to each Service, for the term of each Service as set forth on Exhibit A (such date as all Services are no longer being provided hereunder, the "**Expiration Date**"), unless earlier terminated under Section 4 or as otherwise provided in Exhibit A: provided, that, if the Effective Date (as defined in the Plan) has not occurred or would not reasonably be expected to occur on or before March 15, 2024, Sellers may on one occasion, by

providing written notice to Service Provider on or prior to March 6, 2024, elect to extend the term of any Service set forth on Exhibit A, until no later than the earlier of (i) April 15, 2024, and (ii) the Effective Date (as defined in the Plan), and such written notice shall set forth in reasonable detail each such Service to be extended until such date and Sellers shall under no circumstance have the right to extend any Service set forth on Exhibit A on more than one occasion.

(c) Certain Service Limitations. Service Provider shall be required to use commercially reasonable efforts to provide the Services as such Services were being provided prior to February 1, 2024 by Sellers or Phoenix, as applicable, provided, that Service Provider shall not be required to incur any material cost to provide the Services based solely upon a change of location. Service Recipient shall use all Services in a commercially reasonable manner and shall not resell, transfer or assign the Services.

(d) Impracticability. Service Provider shall not be required to provide any Service to the extent the performance of such Service becomes commercially impracticable as a result of a cause or causes outside the control of Service Provider using its commercially reasonable efforts (“**Impracticability**”), including, without limitation, to the extent the performance of such Services (i) would cause, or would reasonably be expected to cause, Service Provider to violate any applicable laws, rules or regulations, (ii) would require the consent of a third party, or (iii) would cause, or would reasonably be expected to cause, the breach of any applicable contract, license or other agreement or would require the payment of any fees to any third party. Solely to the extent required to provide the Services pursuant to the terms and conditions of this Agreement, Service Provider shall use commercially reasonable efforts, with Service Recipient’s commercially reasonable support, in obtaining any third-party consents, licenses, sublicenses or approvals necessary for the performance of the Services, including with respect to the license, sublicense, access or use of any third-party Software. The costs of obtaining any such third party consents, licenses, sublicenses or approvals shall be borne by the Service Recipient who receives the benefit of the associated Service (and if it is for the benefit of more than one Service Recipient, then it shall be borne equally by all Service Recipients); provided, however, that Service Recipient’s prior approval of any payments by Service Provider to third parties for such consents shall be required; and provided, further, in no event shall Service Provider bear the responsibility of any such cost, expense or fee. Service Provider will give Service Recipient as much advance notice as is reasonably practicable of the occurrence of any event that would cause Service Provider (or any of its Affiliates) to curtail or cease providing any Service pursuant to this Section 1(d).

(e) Staffing. Subject to the standard of care described in Section 1(h) hereof, Service Provider shall determine the staffing required and particular personnel assigned to perform the Services hereunder.

(f) Additional Resources. In providing the Services, Service Provider shall not be obligated to: (i) hire or train any additional employees or engage or train any independent contractors; (ii) maintain the employment of any specific employee or engagement of any specific independent contractor; (iii) purchase, lease or license any additional Software, equipment, vehicles or other assets or property; or (iv) pay any costs related to the acquisition of any hardware, Software or communication or network or cloud storage systems or services, or

related to the conversion or transfer of data to Service Provider or any alternate supplier of Services.

(g) Excluded Services. Notwithstanding any statement to the contrary herein, Service Provider shall not provide any services that involve the rendering of legal, regulatory or tax advice or counsel, nor any services listed and described on Exhibit B.

(h) Standard of Care; Limited Warranty. The Parties acknowledge, understand and agree that Service Provider will provide only the access and support services as set forth on Exhibit A and will not be required to make any business, financial, accounting, cash management, operational, purchasing, sales, marketing, credit, legal, regulatory, tax or other decisions for or on behalf of or for the benefit of Service Recipient. Service Provider shall provide the Services in good faith and with the same standard of care it provides to its own business following the Closing, provided that Service Recipient acknowledges that such standard of care may not be the same standard of care applicable to any commercial service provider. Service Recipient acknowledges that Service Provider is not a commercial provider of any Services and, in the case of Volvo and Phoenix, has not, prior to the consummation of the transactions contemplated by the applicable Purchase Agreement, owned or operated any of the assets acquired pursuant to the applicable Purchase Agreement or any assets used in or necessary to conduct the Proterra Powered Business Unit, Proterra Energy Business Unit, Proterra Valence Business Unit or Proterra Transit Business Unit or to otherwise provide the Services. Further, Service Recipient further acknowledges that Service Provider does not regularly provide to third parties services such as the Services as part of its business and, except as set forth in this Section 1(h), Service Provider does not otherwise warrant or assume responsibility for its Services. The warranty stated above is in lieu of and exclusive of all other representations and warranties of any kind whatsoever. **EXCEPT AS STATED ABOVE, THERE ARE NO WARRANTIES RELATING TO THE SERVICES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(i) Performance Remedy. In the event Service Provider fails to provide a Service hereunder or the quality of a Service is not in accordance with Section 1(h) above, Service Recipient will give Service Provider prompt written notice thereof and may immediately suspend payment of Fees associated with such Service. Service Provider shall then have a reasonable period of time, but in no event more than thirty (30) days, to cure the defective Service from the date of the receipt of the notice. If after such period Service Provider has failed to cure the defective Service, Service Recipient may seek an alternative provider for such Service or provide the Service itself, and Service Provider shall promptly discontinue performing such Service at the written request of Service Recipient (and Service Recipient shall no longer be obligated to pay the Fees or any other amounts associated with such Service).

(j) Good Faith Cooperation.

(i) Service Provider and Service Recipient shall use good faith efforts to cooperate with each other in all matters relating to the provision, receipt and transition of Services. Such cooperation shall include exchanging relevant information.

(ii) The Parties shall cooperate in good faith to prepare a disentanglement plan and to negotiate and enter into go-forward arrangements prior to the expiration of this Agreement to allow each Party to continue using the telemetry infrastructure (including the Valence software application) (“**Telemetry**”) and the data generated therefrom consistent with each Applicable Business Unit’s use of such software systems and data as of immediately prior to the Closing (the “**Disentanglement Agreement**”).

(iii) Each Party shall promptly appoint a contact person with the necessary level of authority to negotiate the disentanglement plan and go-forward arrangements contemplated in Section 1(j)(ii) to negotiate such disentanglement plan and go-forward arrangements and Sellers shall be entitled to appoint such a contact person to represent the Reorganized Debtors (as defined in the Plan) solely with Plan Sponsor’s (as defined in the Plan) written consent. No Party shall agree to any disentanglement plan or go-forward arrangement that is binding on the Reorganized Debtors (as defined in the Plan) without Plan Sponsor’s (as defined in the Plan) consent.

(k) Alternatives. If Service Provider reasonably believes that it is unable to provide any Service because of a failure to obtain necessary consents, licenses, sublicenses or approvals, or because of Impracticability, the Parties shall cooperate in good faith to determine the best alternative approach. Until such alternative approach is found or the problem is otherwise resolved to the satisfaction of the Parties, Service Provider shall use commercially reasonable efforts, subject to Section 1(d), Section 1(f) and Section 1(j), to continue providing the Service. To the extent an agreed upon alternative approach results in the incurrence of additional expense beyond which was incurred in connection with the underlying Service, which additional expense has been agreed upon by the Parties, Service Recipient shall reimburse Service Provider for the amount of such additional expense.

(l) Ownership of Assets. Excluding those assets that are not acquired or retained by Service Provider pursuant to the applicable Purchase Agreement, all procedures, methods, systems, strategies, tools, equipment, facilities, Software and other resources used by Service Provider in connection with the provision of the Services hereunder shall remain the property of Service Provider and shall at all times be under the sole direction and control of Service Provider. Service Recipient acknowledges and agrees that, except as may be provided in a Disentanglement Agreement or to the extent that rights to applicable Software have been granted to Service Recipient under the applicable Purchase Agreement, it shall not make any copies and shall have no right to receive copies of any Software provided or made available hereunder. Except as may be provided in a Disentanglement Agreement or to the extent that rights to applicable hardware or Software have been granted to Service Recipient under the applicable Purchase Agreement, Service Recipient shall not recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, Service Provider’s or its Affiliates’ hardware or Software. Upon termination of this Agreement or termination of any Service as provided under this Agreement, as applicable, Service Recipient shall (i) cease use of the applicable Software provided or made available by Service Provider pursuant to this Agreement, and any copies of any of the foregoing in the possession or control of Service Recipient or any of its Affiliates or representatives, as the case may be, except for such copies that were made as part of the disentanglement and separation that is the subject matter of the Services with

the applicable Service Provider's consent and that are part of the Service Recipient's respective business and (ii) unless otherwise agreed by the applicable Service Provider, cease using any credentials or other passwords or security measures provided to Service Recipient enabling Service Recipient to access the applicable Service Provider hardware, Software, server, system or the like.

(m) Ownership of Background Intellectual Property. Service Recipient acknowledges and agrees that, except as expressly set forth in Section 1(n), nothing herein shall grant Service Recipient (expressly or by implication, estoppel or otherwise) any ownership interest in any Intellectual Property owned or controlled by Service Provider or otherwise used by Service Provider to provide the Services ("**Service Provider's Background IP**"). Service Recipient further acknowledges and agrees that nothing herein shall grant Service Recipient (expressly or by implication, estoppel or otherwise) any license, permission or other right to disclose, use or exploit any Intellectual Property owned or controlled by Service Provider (including trademarks, service marks, logos, corporate names and the like) except as expressly provided herein (and then only a limited non-exclusive license as necessary to receive the benefit of the Services during the term hereof) or in a separate written agreement between the Parties. Service Provider acknowledges and agrees that Service Recipient shall retain ownership of its and its Affiliates' Intellectual Property and data existing as of the Closing Date and Service Provider will not gain, by virtue of this Agreement or the Services, by implication or otherwise, any rights of ownership of any Intellectual Property or other property owned by Service Recipient ("**Service Recipient's Background IP**") and, together with Service Provider Background IP, "**Background IP**").

(n) Ownership of Developed Intellectual Property. Each Party hereto agrees that (a) as between the Parties, any derivative works, additions, modifications, translations or enhancements (collectively, "**Improvements**") exclusively relating to a Party's Background IP created by a Party or its Affiliates pursuant to this Agreement are and shall remain the sole property of the original owner of such Background IP and (b) as between the Parties, any other Improvements to a Party's Background IP created by a Party or its Affiliates pursuant to this Agreement, are and shall remain the sole property of the Party that creates such Improvements. To the extent that Service Provider or its Affiliates create any Improvements exclusively or primarily relating to Service Recipient's Background IP pursuant to this Agreement, such Improvements shall be deemed a "work made for hire" under applicable Laws. Without limiting the foregoing, to the extent any Improvements for which ownership is intended to be allocated to one Party vest in the other Party or any of its Affiliates during the Agreement Term, such Party (on behalf of itself and its Affiliates) hereby irrevocably assigns and transfers all right, title and interest in such Improvements to the other Party or its designee, with effect as of the Closing. Each of the Parties hereto agrees to execute and to cause its Affiliates to execute all such further instruments and documents and to take all such further action as any other Party may reasonably require in order to effectuate the terms and purposes of this Agreement.

(o) Limited License to Provide and Receive Services. Subject to the terms and conditions of this Agreement, Service Provider (on behalf of itself and its Affiliates) hereby grants to Service Recipient and its Affiliates, with effect as of the Closing, a limited, non-exclusive, non-sublicenseable (except to third-parties, solely to the extent required for the receipt of any Service), non-assignable (except as expressly provided for in Section 6(d)), worldwide, royalty-free license, solely during the term of the applicable Service, to use any Intellectual Property (including any Software or technology) owned by or licensed to Service Provider, solely

to the extent necessary for Service Recipient and its Affiliates to receive and use such Service as provided for and in accordance with this Agreement, subject to any applicable restrictions, limitations and other provisions set forth or referenced in Exhibit A or otherwise applicable to the access and use of any third-party Software or licenses, including any applicable license agreements. Subject to the terms and conditions of this Agreement, Service Recipient (on behalf of itself and its Affiliates) hereby grants to Service Provider and its Affiliates, with effect as of the Closing, a limited, non-exclusive, non-sublicenseable (except to third-parties, solely to the extent required for the provision of any Service), non-assignable (except as expressly provided for in Section 6(d)), worldwide, royalty-free license, solely during the term of the applicable Service, to use any Intellectual Property (including any Software or technology) owned by or licensed to Service Recipient, solely to the extent necessary for Service Provider and its Affiliates to provide such Service as provided for and in accordance with this Agreement.

(p) License to Improvements. To the extent that any Party or its Affiliates creates any Improvements pursuant to and during the Term of this Agreement that relate non-exclusively to another Party's Background Intellectual Property, such Party hereby grants to the applicable other Party and its Affiliates, with effect as of the Closing, a limited, non-exclusive, sublicenseable, transferrable, worldwide, royalty-free, perpetual license, to use and otherwise exploit such Improvements.

(q) License to Telemetry and Valence Platforms. Subject to the terms and conditions of this Agreement, Service Provider (on behalf of itself and its Affiliates) hereby grants to Service Recipient and its Affiliates, with effect as of the Closing, a limited, non-exclusive, non-sublicenseable (except to third-parties, solely to the extent required for the receipt of any Service), non-assignable (except as expressly provided for in Section 6(d)), worldwide, solely during the term of this Agreement, license to use any Intellectual Property (including any Software or technology) or information technology service owned by or licensed or provided to Service Provider that comprises, or is used as of immediately prior to the Closing to operate or access, Telemetry (collectively, the "**Telemetry and Valence Services**"), solely to the extent necessary for Service Recipient and its Affiliates to receive and use such Telemetry and Valence Service as used by Service Recipient prior to Closing, subject to any applicable restrictions, limitations and other provisions applicable to the access and use of any third-party Software or licenses, including any applicable license agreements.

(r) License to Telemetry and Valence Data. Subject to the terms and conditions of this Agreement, Service Provider (on behalf of itself and its Affiliates) hereby grants to Service Recipient and its Affiliates, with effect as of the Closing, a limited, non-exclusive, non-sublicenseable (except to third-parties, solely to the extent required for the receipt of any Service), non-assignable (except as expressly provided for in Section 6(d)), worldwide, solely during the term of this Agreement, license to use any (i) data owned or controlled by Service Provider as of the Closing that was generated by Telemetry that is used or held for use in or necessary for the operation and maintenance of (x) the Proterra Powered Business Unit in the case of Volvo as Service Recipient, (y) the Proterra Transit Business Unit in the case of Phoenix as Service Recipient or (z) the Proterra Energy Business Unit or Proterra Valence Business Unit in the case of Proterra as Service Recipient (each such business unit with respect to each such Service Recipient, the "**Applicable Business Unit**"), in each case (x)-(z), as conducted at any time prior to the Closing, and (ii) data owned or controlled by Service Provider during the term of this

Agreement that is generated by Telemetry that is used or held for use in or necessary for the operation and maintenance of the Applicable Business Unit as conducted at any time prior to closing, in each case (i) and (ii), solely in connection with the Applicable Business Unit as conducted at any time prior to Closing.

(s) Security of Personal Information. The Parties understand, acknowledge and agree that in connection with the provision and receipt of Services hereunder, each Party may receive information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, with a particular individual or household (collectively, “**Personal Information**”), and that each Party seeks to comply in all material respects with all applicable Laws governing the collection, processing, use, or transfer of Personal Information (“**Privacy Laws**”). The Party providing the Personal Information hereby represents and warrants that it has obtained any necessary consents to transfer the Personal Information to the other Party. The Parties agree to comply in all material respects with all applicable Privacy Laws in connection with all Services provided under this Agreement, and to negotiate in good faith and enter into any additional agreements necessary to comply with applicable Privacy Laws, including any agreements or documents necessary to transfer or process Personal Information. Each Party covenants and agrees to, during the term of this Agreement and for as long as such Party retains Personal Information of any other Party, use commercially reasonable efforts to: (a) implement security measures designed to protect such information from security breaches or other unauthorized disclosure, (b) promptly (and in no case more than five (5) Business Days) notify such other Party in writing of any unauthorized access to, disclosure of or security breach involving Personal Information received from the other Party, (c) timely provide reasonably detailed information concerning the causes, status, scope and remediation of any such disclosure or breach (d) take reasonable steps to remediate any such disclosure or breach, and (e) promptly respond to any requests made by such other Party with respect to any Personal Information received from such other Party or its Affiliates so as to enable such other Party to comply with its legal obligations.

(t) Omitted Services. If, within thirty (30) days after the date hereof, Service Recipient desires to request that Service Provider provide one or more services that are not included on Exhibit A, but that (i) Sellers had been regularly providing to their businesses (including by any third-party provider) during the twelve (12)-month period prior to the date hereof or (ii) Service Provider is willing to provide, in its sole discretion (each such service identified by Service Recipient, an “**Omitted Service**”), then Service Recipient may, by written notice to Service Provider, request that Service Provider provide (or cause to be provided in accordance with this Agreement) such Omitted Service to the extent such Omitted Service is reasonably necessary to operate Service Recipient’s business or administer the Distribution Trust. If Service Provider agrees, in its sole discretion, to provide (or cause to be provided in accordance with the terms of this Agreement) such Omitted Service to Service Recipient, the Parties shall mutually effect in writing an amendment to Exhibit A setting forth the Omitted Service, the start date for such Omitted Service, and the Fees (as defined below) payable by Service Recipient for such Omitted Service, and such Omitted Service shall, as of such start date, be deemed a “Service” for the purposes of this Agreement.

(u) [Intentionally Omitted].

(v) Confidential Information. During the term of this Agreement, each Party shall, and shall instruct its respective directors, managers, officers, employees, agents, accountants, attorneys or other representatives (“**Representatives**”) to, maintain in confidence and not disclose each such other Party’s Confidential Information, except to such first Party’s Representatives who have a need to know such Confidential Information for the purpose of fulfilling its obligations under this Agreement (unless otherwise agreed between the applicable Parties) and except as required by Law or requested or required by any Governmental or Regulatory Authority. “**Confidential Information**” shall mean all confidential business information (including trade secrets, software programs, intellectual property, data files, source code, computer chips, system designs and product designs, whether or not marked as confidential, whether furnished on or after the date hereof, whether oral (where the Receiving Party should reasonably believe such information is confidential and proprietary to the Disclosing Party and is summarized by the Disclosing Party in writing to the Receiving Party within five (5) Business Days of such disclosure), written or electronic, and regardless of the manner in which it is furnished, together with any notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials), in each case, that is disclosed by or on behalf of one Party (as the “**Disclosing Party**”) to the other Party (as the “**Receiving Party**”) or its Representatives under this Agreement. “Confidential Information” shall not include information which (a) was or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives; provided that, such other source is not known by the Receiving Party or any of its Representatives to be bound by a confidentiality obligation to the Disclosing Party or any of its Affiliates, (b) was or becomes generally available to the public (other than as a result of a breach by the Receiving Party or any of its Representatives of this Agreement), (c) was previously in the possession of the Receiving Party or any of its Representatives prior to disclosure hereunder to the Receiving Party or its Representatives; provided that, such information is not known by the Receiving Party or any of its Representatives to be subject to another confidentiality agreement or other obligation of secrecy to the Disclosing Party or any of its Affiliates or (d) is or was independently developed by the Receiving Party or any of its Representatives without derivation from the Confidential Information and without violating any of the confidentiality obligations under this Agreement.

(w) [Intentionally Omitted].

Section 2. Payments by Service Recipient.

(a) Fees. With respect to the Services, Service Recipient shall pay Service Provider the fees for such Services as set forth on Exhibit A hereto (the “**Fees**”), which identifies the Fees applicable to each distinct component of the Services. On or about (i) February 29, 2024 and (ii) March 15, 2024, Volvo shall provide each Service Recipient an invoice for Fees (which invoice shall include the amount of any Sales Tax (as defined below) that Service Provider is collecting from such Service Recipient with respect to the Fees reflected on such invoice) related to the Services provided for the periods from (I) February 1, 2024 until February 29, 2024 and (II) March 1 until March 15, 2024, respectively, as set forth on Exhibit A. For Services that Service Provider agrees to provide past March 15, 2024, Volvo shall provide each Service Recipient an invoice for Fees (which invoice shall include the amount of any Sales Tax that Service Provider is collecting from such Service Recipient with respect to the Fees reflected on such invoice) related to the Services provided for such calendar month. All Fees payable to Service Provider shall be

paid in cash by such Service Recipient within ten (10) days of receipt of the invoice with respect thereto. Unless otherwise expressly indicated, all dollar amounts referred to in this Agreement (and the other documents entered into in connection herewith) are in United States Dollars, and all amounts owing under this Agreement and such other documents shall be paid in United States Dollars.

(b) Expenses. Without duplication of the Fees, Service Recipient shall reimburse Service Provider for all reasonable and actual out-of-pocket costs and expenses incurred by Service Provider (and its Affiliates) in connection with the provision of Services hereunder, provided that any such costs and expenses in excess of \$5,000 have been approved in advance in writing by Service Recipient. Service Provider shall invoice Service Recipient for any such costs and expenses monthly in arrears as part of the invoices described in Section 2(a). All costs and expenses payable to Service Provider shall be paid in cash by Service Recipient within ten (10) days of receipt of the invoice with respect thereto.

(c) Taxes. The amounts payable pursuant to Section 2(a) and Section 2(b) are exclusive of any sales, use, value added, goods and services or other similar Taxes (“**Sales Taxes**”). Service Recipient shall promptly pay to Service Provider any and all Sales Taxes that Service Provider has any obligation to collect from the Service Recipient under applicable law, with respect to, in connection with or relating to Service Provider’s provision of Services to Service Recipient and Service Recipient shall promptly reimburse Service Provider for any such Sales Tax that are directly imposed on Service Provider (which shall exclude, for the avoidance of doubt, income and similar taxes imposed upon Service Provider with respect to the Fees received under this Agreement). Any such Sales Tax payable to Service Provider shall be paid in cash by Service Recipient within ten (10) Business Days of receipt of the invoice with respect thereto. Service Provider and Service Recipient shall reasonably cooperate with one another in connection with determining whether any exemption certificates or other forms may be available to establish an exemption from (or otherwise reduce) the amount of any Sales Taxes that would otherwise be payable with respect to the Services provided under this Agreement, and shall reasonably cooperate with one another in connection with the preparation of any such exemption certificates and forms. Service Recipient shall be entitled to any refund of any Sales Taxes paid in connection with the provision of Services under this Agreement (provided Service Recipient takes any actions required by applicable law to be taken by the Service Recipient to secure such refund and that any refunds to which Service Recipient is entitled shall be net of any costs and expenses incurred by Service Provider in connection therewith). Service Provider shall cooperate in good faith with the Service Recipient at the sole costs and expense of Service Recipient in connection with the pursuit of any available refunds of such Sales Taxes.

(d) Late Payments. Any Fees, costs, expenses and other amounts payable by Service Recipient hereunder, excluding any amounts that Service Recipient disputes in good faith, not paid by the applicable payment date shall be subject to late charges, calculated at a rate of 10% per annum from ten (10) Business Days following the applicable payment date to the actual date of payment.

Section 3. Indemnification; Limitation of Liability.

(a) Indemnification by Service Recipient. Service Recipient agrees to and does hereby indemnify and hold Service Provider and its Non-Recourse Parties (as defined below) (collectively, the “**Service Provider Indemnified Parties**”) harmless from and against any and all damages, losses, taxes, fines, penalties, judgments, assessments, liability and expense (including, without limitation, (i) reasonable expenses of investigation and reasonable attorneys’ fees and expenses in connection with any action, claim, suit or proceeding, including, but not limited to, any expenses incurred in connection with the enforcement of the rights of any party pursuant to this Agreement and (ii) participant claims (including claims for benefits) related to any human resources or similar Service or employee benefit plan subject to ERISA) (“**Losses**”) to which the Service Provider Indemnified Parties may be subjected or which the Service Provider Indemnified Parties incur or sustain arising out of or directly attributable to a third-party claim arising out of or directly attributable to the performance of any Services or otherwise arising under this Agreement, except for any such Losses attributable to Service Provider’s breach of this Agreement or its gross negligence or willful misconduct.

(b) Indemnification by Service Provider. Service Provider agrees to and does hereby indemnify and hold Service Recipient and its Non-Recourse Parties (collectively, the “**Service Recipient Indemnified Parties**”) harmless from and against any and all Losses to which the Service Recipient Indemnified Parties may be subjected or which the Service Recipient Indemnified Parties incur or sustain arising out of or directly attributable to any third-party claim arising out of or directly attributable to Service Provider’s (or any of its Affiliate’s or subcontractor’s) gross negligence or willful misconduct, except for any such Losses attributable to Service Recipient’s gross negligence or willful misconduct.

(c) Limitation of Liability.

(i) Under no circumstances will Service Provider or any of its Non-Recourse Parties be liable (pursuant to any regulation, rule, law or statute, including, without limitation, ERISA, in contract, tort or otherwise) to Service Recipient for any Losses suffered by Service Recipient arising out of or attributable, directly or indirectly, to the performance of, or any failure to perform duly and punctually, any Service, covenant, agreement or undertaking on the part of Service Provider contained in this Agreement, and Service Recipient waives and releases any claim therefor, except for any such Losses attributable to Service Provider’s gross negligence or willful misconduct, in which case Service Provider’s liability to Service Recipient shall be limited to an amount equal to the aggregate amount of Fees paid and payable (or to be payable) (calculated assuming this Agreement is in full force until the Expiration Date and all Services have been performed pursuant to this Agreement) by Service Recipient to Service Provider hereunder. In no event shall Service Provider be liable for any Losses arising out of or attributable to Service Recipient’s failure to perform its responsibilities hereunder.

(ii) Any liability of the Parties to one another arising with respect to any matters arising out of or attributable to, directly or indirectly, this Agreement, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall be limited to actual damages. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY NOR ANY OF ITS NON-RECOURSE PARTIES**

SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS NON-RECOURSE PARTIES FOR PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA, LOSS OF USE OR BUSINESS INTERRUPTION, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, ARISING FROM OR RELATING TO ANY CLAIM MADE UNDER THIS AGREEMENT OR REGARDING THE PROVISION OF OR THE FAILURE TO PROVIDE THE SERVICES. SERVICE PROVIDER AND ITS NON-RECOURSE PARTIES SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE WHATSOEVER FOR SERVICE PROVIDER CEASING TO PROVIDE (OR HAVING A THIRD PARTY PROVIDE) ANY SERVICE FOLLOWING THE EXPIRATION DATE OR OTHER TERMINATION PERMITTED PURSUANT TO THIS AGREEMENT.

(iii) All obligations of each of the Reorganized Debtors (as defined in the Plan) (collectively), on the one hand, and the Wind Down Debtors and the Distribution Trust (collectively), on the other hand, are several and not joint, and in no event shall any of such Parties, on the one hand, have any liability or obligation with respect to the acts or omissions of, or related to the business or affairs of, any of the other such Parties, on the other hand, under this Agreement. Wind Down Debtors and the Distribution Trust (collectively) shall be liable for all liability of any kind or nature whatsoever arising out of or relating to any period prior to the Effective Date (as defined in the Plan), and Reorganized Debtors (collectively) shall have no liability of any kind or nature whatsoever arising out of or relating to any period prior to the Effective Date (as defined in the Plan). Notwithstanding anything herein to the contrary in this Agreement, the maximum aggregate liability under this Agreement for either (i) the Wind Down Debtors and the Distribution Trust (collectively) or (ii) the Reorganized Debtors (collectively), shall not exceed an amount equal to the aggregate amount of Fees paid and payable (or to be payable) (calculated assuming this Agreement is in full force until the Expiration Date and all Services have been performed pursuant to this Agreement) under this Agreement by Sellers.

Section 4. Termination.

(a) Each Service Recipient may terminate this Agreement solely with respect to itself and solely in its capacity as a Service Recipient (and not in its capacity as a Service Provider), either with respect to all or with respect to any one or more of the Services provided to it hereunder, for any reason or for no reason, at any time upon fifteen (15) days' prior written notice to Service Provider; provided, however, that such Service Recipient does not have the right to unilaterally reinstitute any such Service. For the avoidance of doubt, in the event of termination of any Service prior to the end of the term for such Service, except for the terminated Service specifically identified in the notice to Service Provider, all other Services and other covenants and agreements shall continue in accordance with the terms hereof. Service Recipient shall have no obligation to pay any Fees for any Services after the effective date of the termination of such terminated Service.

(b) Either Service Provider or Service Recipient may also terminate this Agreement if the other Party breaches a material provision of this Agreement and does not cure such breach within thirty (30) days after being given notice of the breach; provided, that such termination shall only be in respect of such Service Recipient or Service Provider who has breached this Agreement or such Service Recipient or Service Provider who desires to terminate, as applicable, and the Agreement shall remain in full force and effect with respect to the non-breaching Service Recipients and Service Providers, as applicable.

(c) This Agreement or any particular Service may be terminated with the mutual written agreement of all Parties.

(d) This Agreement shall terminate automatically upon the Bankruptcy Court entering an order dismissing the Bankruptcy Cases or converting the Bankruptcy Cases to cases under Chapter 7 of the Bankruptcy Code solely to the extent such occurs prior to the Effective Date (as defined in the Plan).

(e) This Agreement shall terminate automatically with respect to each Service Recipient immediately following the expiration of the terms of all Services being provided to such Service Recipient as set forth on Exhibit A (such that any Service is no longer being provided hereunder to such Service Recipient).

Section 5. Survival. The following obligations shall survive the termination of this Agreement: (a) the obligations of each Party under Section 1(l), Section 1(m), Section 1(n), Section 1(p), Section 2, Section 3, Section 4, this Section 5 and Section 6 and (b) Service Provider's right to receive compensation (with respect to amounts accrued prior to such termination) for those Services provided by Service Provider prior to termination of this Agreement (or amounts payable to Service Provider prior to termination of this Agreement).

Section 6. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (a) on the day of service if served personally (at the address set forth below) on the Party to whom notice is to be given; (b) on the day of transmission if delivered by electronic mail (to the email address set forth below) during regular business hours on a Business Day and, if not, then on the following Business Day; or (c) one (1) Business Day after being sent (to the address set forth below) by Fed Ex or a similar nationally recognized overnight courier (with next day delivery specified):

If to Volvo:

Volvo Battery Solutions LLC
Mack Trucks, Inc.
8003 Piedmont Triad Parkway
Greensboro, North Carolina 27409
Attention: Gregory Higgins
Rikard Bentelius
Fredrik Brunell
Email: gregory.higgins@volvo.com
rikard.bentelius@volvo.com

fredrik.brunell@volvo.com

with a copy to (which shall not constitute notice):

Greenberg Traurig, LLP
1000 Louisiana Street, Suite 1700
Houston, Texas 77002
Attention: Shari L. Heyen
David R. Eastlake
Email: shari.heyen@gtlaw.com
david.eastlake@gtlaw.com

Greenberg Traurig, LLP
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601
Attention: Hans E. Biebl
Email: hans.biebl@gtlaw.com

If to Sellers:

Proterra Inc
999 17th Street, 7th Floor
Denver, Colorado 80202
Attention: Justin D. Pugh
Email: justin.pugh@fticonsulting.com

with a copy to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Paul M. Basta
Robert A. Britton
Austin S. Pollet
Michael J. Colarossi
Email: pbasta@paulweiss.com
rbritton@paulweiss.com
apollet@paulweiss.com
mcolarossi@paulweiss.com

and a copy to (which shall not constitute notice):

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: John H. Butler
Dennis M. Twomey
Email: john.butler@sidley.com
dtwomey@sidley.com

If to Phoenix:

Phoenix Motor, Inc.
1500 Lakeview Loop
Anaheim, California 92807
Attention: Mark Hastings
Email: MarkH@phoenixmotorcars.com

Any Party may change its address for the purpose of this Section 6(a) by giving the other Parties written notice of its new address in the manner set forth above.

(b) Non-Waiver. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said Party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Except as expressly provided herein, no waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

(c) Entire Agreement. This Agreement (along with all exhibits, appendices and annexes attached hereto and the other documents referred to herein) constitutes the entire agreement between the Parties solely with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, between or among the Parties with respect to such subject matter. Each attachment, exhibit, schedule, appendix and annex shall be considered incorporated into this Agreement. Any amendments, or alternative or supplementary provisions, to this Agreement must be made in writing and duly executed by an authorized representative or agent of each Party.

(d) Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Party without the prior written consent of the other Parties.

(e) Specific Performance. Each Party hereby acknowledges and agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by a Party in accordance with their specific terms or were otherwise breached by a Party. Accordingly, if any Party violates or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Party or Parties shall, in addition to any other remedy to which a Party is entitled at law or in equity, be entitled to seek specific performance of such covenant or agreement or seek any other equitable relief, in each case without the proof of actual damages. Each Party agrees to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, and agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) the other Party has an adequate remedy at law, or (b) an award of specific performance is not an appropriate remedy for any reason at law or equity. Notwithstanding anything expressed or implied herein to the contrary, the Parties acknowledge, understand and agree that the rights, restrictions and obligations of the Parties under and with respect to this Section 6(e) are subject to all terms and conditions of

this Agreement (including, without limitation, the terms, conditions and limitations contained in Section 1 of this Agreement).

(f) Governing Law; Jurisdiction and Forum; Waiver of Jury Trial. Except to the extent governed by the Bankruptcy Code, this Agreement will be governed by and be construed in accordance with the Laws of the State of Delaware, without regard however to the conflicts of laws principles thereof. Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (a) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes that may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (b) any and all legal proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations pursuant to Section 6(a). To the extent not prohibited by applicable Law or Bankruptcy Court rule, each Party hereby waives and agrees not to assert, by way of motion, as a defense or otherwise in any such proceeding, any claim (i) that it is not subject to the jurisdiction of the Bankruptcy Court, (ii) that the proceeding is brought in an inconvenient forum, (iii) that it is immune from any legal process with respect to itself or its property, (iv) that the venue of the proceeding is improper or (v) that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court. Each of the Parties hereby (a) irrevocably submits with regard to any such legal proceeding to the exclusive personal jurisdiction of the Bankruptcy Court in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Bankruptcy Court or that such action is brought in an inconvenient forum and (c) agrees that it shall not bring any action relating to this Agreement or any transaction contemplated hereby in any court other than the Bankruptcy Court; provided, that, a Party may commence any action or proceeding in a court other than the Bankruptcy Court solely for the purpose of enforcing an order or judgment issued by the Bankruptcy Court. The Parties waive personal service of any and all process on each of them and consent that all such service of process shall be made in the manner, to the Party and at the address set forth in Section 6(a), and service so made shall be complete as stated in such Section 6(a). EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

(g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be executed through the exchange of portable document format .pdf email signature pages or other electronic means, which shall have the same legal effect as original signatures.

(h) Severability; Parties in Interest. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and, for purposes of such jurisdiction, such provision or portion thereof shall be struck from the remainder of this Agreement, which shall remain in full force and effect. This Agreement shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the Parties

under this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any person not a party to this Agreement any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(i) Force Majeure. The Parties shall be relieved of their obligations hereunder (except for Service Recipient's obligation to make payments to Service Provider pursuant to Sections 1 and 2 hereof to the extent Services are provided), if and to the extent that any of the following events hinder, limit or make commercially impracticable the performance by either party of any of its obligations hereunder: act of God, war, terrorist act, civil commotion, riot, acts of public enemies, blockade or embargo, fire, explosion, lightning, casualty, accident, flood, sabotage, national defense requirements, labor trouble, strike, lockout, injunction, disease outbreaks, pandemics (including any effect resulting from, arising in connection with or otherwise related to COVID-19 and/or any COVID-19 measures in response to COVID-19 or any escalation thereof) or any law, directive, pronouncement, guideline or recommendation promulgated by any Governmental or Regulatory Authority in response to or connection with any of the foregoing or any escalation or worsening thereof; governmental requests, laws, regulations, orders or actions, whether valid or invalid (including, without limitation, import or export prohibitions or priorities, requisitions, allocations and price adjustment restrictions); or any other event, whether or not of the class or kind enumerated herein, beyond the control of either Party such as cannot be circumvented by reasonable diligence and without expense. The Party claiming relief hereunder shall notify the other Party in writing of the events causing delay or default in performance. The Party failing to fulfill its obligations shall, however, take reasonable and timely steps to remove or otherwise address the impediment to action.

(j) Relationship of the Parties. The Parties hereto are independent contractors. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, franchise or joint venture relationship between the Parties. Neither Party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein. Nothing in this Agreement shall be construed as (i) an assumption by Service Provider or any of its Affiliates of any obligation to increase the sales or profits or otherwise to assume responsibility for the operations or the business of Service Recipient or any of its Affiliates, (ii) an assumption by Service Provider or any of its Affiliates of any financial obligation of Service Recipient or any of its Affiliates, or (iii) an assumption by Service Provider or any of its Affiliates of any responsibility for services or goods provided by suppliers or vendors employed by Service Recipient at the suggestion or recommendation of Service Provider or any of its Affiliates.

(k) Information Assistance. During the term of this Agreement, and for a period of one (1) year thereafter, each Party shall maintain complete and accurate books and records relating to the Services and shall provide to the other Party copies of such records as may be reasonably requested by the other Parties.

(l) Non-Recourse. This Agreement may be enforced only against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may be brought only against the individuals and entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. With respect to each named party to this Agreement, no Non-Recourse Party of such named party

to this Agreement shall have any liability (whether in contract tort, or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of such named party or for any claim based on, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby. Without limiting the rights of any party against the other parties to this Agreement, in no event shall any party hereto or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party. **“Non-Recourse Party”** means, with respect to a Party, any of such Party’s past, present and future equityholders, controlling Persons, directors, officers, employees, incorporators, members, managers, general or limited partners, shareholders, Affiliates, agents, attorneys, advisors, financing sources, representatives, assignees or successors (or any past, present and future equityholder, controlling Person, director, officer, employee, incorporator, member, manager, general or limited partner, shareholder, Affiliate, agent, attorney, advisor, financing source, representative, assignee or successor of any of the foregoing).

[SIGNATURE PAGE FOLLOWS]

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

VOLVO BATTERY SOLUTIONS LLC

DocuSigned by:
David S Black
By: 7A075332260A4DD...
Name: David Black
Title: Chief Financial Officer

C926 53-JTTS0-BF2 Doc 1010-TS E116q 05\T0\54 B9d6 50 01 58


PROTERRA INC

By: Justin D. Pugh
Name: Justin D. Pugh
Title: CFO/CTO

PROTERRA OPERATING COMPANY, INC.

By: Justin D. Pugh
Name: Justin D. Pugh
Title: CFO/CTO

PHOENIX MOTOR INC.

By: 
Name: J. MARK HASTINGS
Title: CHIEF INVESTMENT OFFICER

Annex A

Form of Signature Page for Distribution Trust

**[DISTRIBUTION TRUST / TRUSTEE OF
DISTRIBUTION TRUST]**

By: _____

Name:

Title:

Exhibit A

**Services
(see attached)**

Exhibit A

Function	Category	Service Name	Description	Service End Date ¹	Weekly Fee (\$000)
IT	Volvo – Service Provider	Service Provider - Network and Infrastructure Access	(1) Continued use of and access to Service Provider's cloud-hosted AWS services; (2) Continued use of AT&T wireless network for the purposes of data transmission from vehicles, batteries, and chargers; (3) Continued use of and access to Service Provider's back up capabilities; (4) Continued use of Service Provider's domain name system (i.e., Proterra.com) to enable telemetry data routing; (5) Use of Service Provider's VPN capabilities to access cloud-hosting services as required by security protocols established by Service Provider (6) Continued access and use of CradlePoint AON IoT network	March 15, 2024	Phoenix - \$6.9 Proterra - \$29.3
IT	Volvo - Service Provider	Laptop Use	(1) Continued use of and access to Service Provider-issued laptop and imaging including security tools and monitoring; (2) Provisioning of user credentials or retention of legacy credentials that enable access; provided, that Service Recipient shall cause all laptops to be returned to Service Provider by the service end date.	March 15, 2024	N/A
IT	Volvo - Service Provider	Infrastructure Managed Services	BAU IT support to support and maintain the telemetry ecosystem and infrastructure. Support & troubleshooting for any problems related to performance and availability of hosting and networking environments (i.e., access, connectivity, stability, performance, issues).	March 15, 2024	N/A
IT	Volvo - Service Provider	Data Use	Continued use of and access to telemetry data being supplied from Powered batteries in accordance with existing business use cases (i.e., service and warranty, Valence post-processing)	March 15, 2024	N/A
IT	Phoenix - Service Provider	Mender Server Use	Continued use of and access to the Mender server and firmware for the purposes of supporting IoT devices	March 15, 2024	N/A
Engineering	Phoenix - Service Provider	Engineering Services	Continued services and support of existing engineering services related to telemetry IoT hardware, data extraction, analysis, and knowledge sharing; (2) Continued services and support for service and warranty operations and claims validation.	March 15, 2024	N/A

¹ Subject to extension under the Agreement.

IT	Phoenix - Service Provider	Data Use	BAU IT support to support and maintain the telemetry ecosystem and infrastructure. Support & troubleshooting for any problems related to performance and availability of hosting environments (i.e., access, connectivity, stability, performance, issues). See Telemetry Architecture Diagram tab for additional detail of systems and infrastructure in scope.	March 15, 2024	N/A
Software Services	Sellers - Service Provider	Software Support	Continued services and support for software services related to existing Valence/telemetry operations, end user support, bug/defect fixes, and knowledge sharing for telemetry architecture and design. Not to include new product development.	March 15, 2024	N/A
IT	Sellers - Service Provider	Valence Application Usage	Continued use of and access to the Valence application for enrichment of telemetry data per existing business use cases	March 15, 2024	N/A

Exhibit B

Excluded Services

(see attached)

Exhibit B**Excluded Services**

Function	Category	Service Name	Description	Service End Date	Weekly Costs (\$000)
IT	All - Service Provider	IT Personnel	Use of additional FTE or Managed Services Contractors to assist with systems or network migration for any buyer	N/A	N/A
IT	All - Service Provider	Commercial Agreements	No customer moves, adds, and/or changes. Exceptions to include Transit WIP customer contracts executed prior to 2/1 (estimated 42 buses): CMTA – Cap metro (29-40) remainder of build BRIT – British Columbia UCI- Univ. of California Irvine ROSE- Roseville CA	N/A	N/A
IT	All - Service Provider	Technology Services	No enhancements or modifications to existing platform including infrastructure and architecture as it exists today.	N/A	N/A