

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

In re:

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

Debtors.

)  
) Chapter 11  
)  
) Case No. 23-11120 (BLS)  
)  
) (Jointly Administered)  
)  
)  
)  
) Ref. Docket Nos. 737, 795, 888, 921, 1029, 1039  
& 1076

**NOTICE OF FILING AMENDED EXHIBITS B, C, AND E OF THE PLAN SUPPLEMENT  
FOR THE FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
FOR PROTERRA INC AND ITS DEBTOR AFFILIATE**

**PLEASE TAKE NOTICE** that, on December 17, 2023, the debtors and debtors in possession (together, the “Debtors”) in the above-captioned chapter 11 cases filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) the *Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate and (II) Blackline Thereto* [Docket No. 737] (as amended, supplemented, or modified, the “Plan”).<sup>2</sup> The Debtors filed amended versions of the Plan on January 2, 2024 [Docket No. 795], January 15, 2024 [Docket No. 888], January 22, 2024 [Docket No. 921], and February 8, 2024 [Docket No. 1039].

**PLEASE TAKE FURTHER NOTICE** that, on February 16, 2024, the Debtors filed the *Notice of Filing of Plan Supplement for the Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [Docket No. 1076] (as may be amended, supplemented, or modified, the “Plan Supplement”). Attached as Exhibit B to the Plan Supplement was the Schedule

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Plan.



of Retained Causes of Action (the “**Schedule of Causes of Action**”). Attached as Exhibit C to the Plan Supplement was the Schedule of Assumed Executory Contracts and Unexpired Leases (the “**Assumption Schedule**”). Attached as Exhibit E to the Plan Supplement was the Restructuring Transactions Memorandum (the “**Memorandum**”).

**PLEASE TAKE FURTHER NOTICE** that the Debtors have amended the Schedule of Causes of Action (the “**Revised Schedule of Causes of Action**”), the Assumption Schedule (the “**Revised Assumption Schedule**”), and the Memorandum (the “**Revised Memorandum**”), respectively. The Revised Schedule of Causes of Action is attached hereto as **Exhibit A**, the Revised Assumption Schedule is attached hereto as **Exhibit B**, and the Revised Memorandum is attached hereto as **Exhibit C**. Blacklines of the (i) Revised Schedule of Causes of Action marked against the Schedule of Causes of Action is attached hereto as **Exhibit D**, (ii) Revised Assumption Schedule marked against the Assumption Schedule is attached hereto as **Exhibit E**, and (iii) Revised Memorandum marked against the Memorandum is attached hereto as **Exhibit F**.

**PLEASE TAKE FURTHER NOTICE** that certain documents, or portions thereof, contained in the Plan Supplement remain subject to continuing negotiations among the Debtors and other interested parties. Subject to the terms and conditions of the Plan, the Debtors expressly reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court.

*[Signature Page Follows]*

Dated: February 27, 2024  
Wilmington, Delaware

Respectfully submitted,

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/ Shella Borovinskaya

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Debtors in Possession*

**EXHIBIT A**

**Revised Schedule of Causes of Action**

## **Schedule of Retained Causes of Action<sup>1</sup>**

### **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

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<sup>1</sup> 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**

<b>Non-Debtor Counterparty</b>	<b>Contract</b>
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
British Columbia Transit	Master Contract
British Columbia Transit	Annex 2 (20.092)
British Columbia Transit	Annex 1 by Transit contract no 20.092 (20.092)
British Columbia Transit	Schedule 2 - Statement of Work 20.092-A - Integrated Solution for Heavy Duty Battery Electric Buses, Charging Equipment, Infrastructure Design, Construction, and Supporting Systems
British Columbia Transit	Change Order Number 20.092A-CO-1 - Priced Customer Option Tracker costs for the first 10 BEB Buses
British Columbia Transit	Change Order Number 20.092A-CO-2 - Part 1 Project Details – Statement of Work 20.092A – referenced in Master Contract 20.092 Schedule 2, Article 5
British Columbia Transit	Change Order (CO-3)
British Columbia Transit	Change Order (CO-4)
British Columbia Transit	Change Order (CO-5)
British Columbia Transit	Schedule 2 - Statement of Work 20.092-B - Phase 1, Part 2 - 49 Heavy-Duty Battery Electric Buses, purchase and delivery, and supporting systems
British Columbia Transit	Mutual Rescission and Release Agreement - Schedule 2 - Statement of Work 20.092-B
British Columbia Transit	Schedule 2 - Statement of Work 20.092-C - Phase 1, Part 2 - 49 Heavy-Duty Battery Electric Buses, purchase and delivery, and supporting systems
British Columbia Transit	BC Transit Change Order, CO-01 - To perform engineering service: topographic surveys. Surveys to consists of the full site of project location.
British Columbia Transit	General Service Agreement
British Columbia Transit	Change Order No . 01
British Columbia Transit	Change Order No. 02 - Opportunity Definition
British Columbia Transit	Change Order No. 03 - Rumble Strips, Contaminated Soils Credits, Backup Generator System, Arc Flash Study, Asphalt patch at PMT location
British Columbia Transit	General Services Agreement Control No. 23.118 Kamloops Design Agreement - Kamloops – Project C1747
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**

<b>Type of Policy</b>	<b>Insurer Carrier</b>	<b>Insurance Policy Number</b>	<b>Term</b>
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**

<b>Tax Authority</b>	<b>Tax Type</b>	<b>Address</b>
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, NM 87123
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**

<b>Debtor</b>	<b>Non-Debtor Part(ies) / Case Title</b>	<b>Venue / Case No.</b>	<b>Description / Nature of Proceeding</b>
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 &amp; 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**

<b>Holder</b>	<b>Obligee</b>	<b>Address</b>	<b>Nature</b>	<b>ID Number</b>
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

<b>Holder</b>	<b>Obligee</b>	<b>Address</b>	<b>Nature</b>	<b>ID Number</b>
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 B**

**Revised Assumption Schedule**

This **Exhibit C** contains the Schedule of Assumed Executory Contracts and Unexpired Leases.<sup>1</sup> 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

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<sup>1</sup> 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**

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
ABB E-Mobility Inc.	Purchase Order - VBUR817966	Proterra Operating Company, Inc.
ABB Inc. (USA)	ABB Proterra Mutually Agreed Upon General Terms and Conditions of Sale - Software License	Proterra Operating Company, Inc.
Albuquerque RIDE	Signed Quotation	Proterra Operating Company, Inc.
Bethlehem Central School District	Signed Quotation	Proterra Operating Company, Inc.
Biddeford Saco Old Orchard Beach Transit	Engineer, Procure, Construct (EPC) Agreement - install battery charging equipment	Proterra Operating Company, Inc.
BlackSwift Creative, LLC	Proposal dated as of February 6, 2024	Proterra Operating Company, Inc.
Bluebeam Revu Standard	Quote # Q-1520621   BLUEBEAM REVU STANDARD RENEWAL MAINTENANCE (1-49 DEVICES), ANNUAL SUBSCRIPTION	Proterra Operating Company, Inc.
Buellton Union School District	Proterra Quote Q-00260 - Signed	Proterra Operating Company, Inc.
Capital Metropolitan Transportation Authority	Bus Electrification Phase 2 Project - 2910	Proterra Operating Company, Inc.
CFO Systems, LLC	Proposal dated as of February 8, 2024	Proterra Operating Company, Inc.
Decker Electric Inc.	Purchase Order - 825223E	Proterra Operating Company, Inc.
Decker Electric Inc.	Purchase Order - 816414E	Proterra Operating Company, Inc.

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
Decker Electric Inc.	Purchase Order - 827154	Proterra Operating Company, Inc.
Decker Electric, Inc._Topeka	Charging Infrastructure Agreement - Topeka 200 NW Crane, Topeka, KS 66603 (the "Project"). - Phase 1	Proterra Operating Company, Inc.
Decker Electric, Inc._Topeka	Exhibit A.1 to Charging Infrastructure Agreement - Topeka 200 NW Crane, Topeka, KS 66603 (the "Project"). - Phase 1	Proterra Operating Company, Inc.
Decker Electric, Inc._Biddeford Saco Old Orchard Beach Transit	(Sub)Contractor Agreement - BSOOB	Proterra Operating Company, Inc.
Decker Electric, Inc._Tompkins Consolidated Area Transit, Inc.	(Sub)Contractor Agreement - 737 Willow Ave, Ithaca, NY 14850 - TCAT	Proterra Operating Company, Inc.
Decker Electric, Inc._WeDriveU	Contractor Agreement - WeDriveU – San Jose, 1336 Old Bayshore Hwy, San Jose, CA 95112	Proterra Operating Company, Inc.
Delaware Transit Corporation	Delaware Transit Corporation (DART) - P000137 - - Quote	Proterra Operating Company, Inc.
EVGateway, Inc.	White Label SaaS - Reseller Agreement	Proterra Operating Company, Inc.
Figma Inc.	Figma Order Form	Proterra Operating Company, Inc.
Glenn County School District	Signed Quotation	Proterra Operating Company, Inc.
GoDaddy.com, LLC	Receipt No. 2925503080, dated as of February 7, 2024	Proterra Operating Company, Inc.

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
GridFabric	GridFabric Software License Agreement (W2351058-3xA1F97)	Proterra Operating Company, Inc.
Innominds Software Inc	Master Services Agreement	Proterra Operating Company, Inc.
Innominds Software Inc	Exhibit A -2021-14 Statement of Work - Proterra APEX	Proterra Operating Company, Inc.
Innominds Software Inc	Exhibit A-2022-5 Statement of Work - On-Site Data Engineering Team Augmentation	Proterra Operating Company, Inc.
Innominds Software Inc	Exhibit A-2023-2 - Statement of Work QA Support	Proterra Operating Company, Inc.
Innominds Software Inc	Change Request Form to the Exhibit A-2022-2 (Statement of Work)	Proterra Operating Company, Inc.
Innominds Software Inc	Exhibit A-2023-1 Statement of Work Staff Augmentation for Managed Charging Team	Proterra Operating Company, Inc.
Innominds Software Inc	Change Request Form to Exhibit A-2021-4 - Change #007 Addition of Scope to the Engagement under Original SOW Exhibit A-2021-4	Proterra Operating Company, Inc.
Innominds Software Inc	Change Request Form to Exhibit A-2021-14 (Statement of Work) between Innominds Software, Inc. & POCI - Change #003	Proterra Operating Company, Inc.
Innominds Software Inc	Managed Charging Onshore Development	Proterra Operating Company, Inc.

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
Innominds Software Inc	Data Engineering Onshore Development	Proterra Operating Company, Inc.
Innominds Software Inc	Valence Onshore QA	Proterra Operating Company, Inc.
Innominds Software Inc	Managed Charging Offshore Development	Proterra Operating Company, Inc.
Innominds Software Inc	Managed Charging Offshore QA	Proterra Operating Company, Inc.
Jean Martin Inc.	Master Service Agreement	Proterra Operating Company, Inc.
Jean Martin Inc.	Data Engineering Offshore Development	Proterra Operating Company, Inc.
Jean Martin Inc.	Change Request Form to the Exhibit A-2023-1 Statement of Work between Jean Martin Inc. & POCI	Proterra Operating Company, Inc.
Keysight Technologies, Inc.	End User Statement	Proterra Operating Company, Inc.
Keysight Technologies, Inc.	Keysight On-Premises, Cloud (SAAS), and Services Terms and Conditions	Proterra Operating Company, Inc.
Optimized Financial Planning LLC	IBM ILOG CPLEX Optimize	Proterra Operating Company, Inc.
PC Connection Sales Corp.	Sales Quote # 13253880.04	Proterra Operating Company, Inc.
PC Connection Sales Corp.	Sales Quote # 13256245.01	Proterra Operating Company, Inc.
PC Connection Sales Corp.	Sales Quote # 13256253.01	Proterra Operating Company, Inc.
PC Connection Sales Corp.	Sales Quote # 1325627.01	Proterra Operating Company, Inc.
PC Connection Sales Corp.	Sales Quote # 13256294.01	Proterra Operating Company, Inc.
PC Connection Sales Corp.	Sales Quote # 1325614.01	Proterra Operating Company, Inc.
PC Connection Sales Corp.	Sales Quote # 13256329.01	Proterra Operating Company, Inc.

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
PC Connection Sales Corp.	Sales Quote # 13256344.01	Proterra Operating Company, Inc.
Power Electronics	Product Supply Agreement dated October 15, 2020	Proterra Operating Company, Inc.
Power Electronics	Amendment No. 1 to Product Supply Agreement dated October 15, 2023	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - VBUR812240	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - VBUR816353	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - VBUR826036	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - 818803	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - VBUR826315	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - VBUR826313	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - VBUR826220	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - VBUR826709	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - VBUR826635	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - 827270E	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - 827250	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - 826940E	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - 827048	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - 816414	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - 826997	Proterra Operating Company, Inc.

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
Ramco Electric Ltd	Agreement to Purchase Chargers for Electric Vehicles	Proterra Operating Company, Inc.
Sandy, City of	Agreement to Purchase Chargers for Electric Vehicles	Proterra Operating Company, Inc.
Scale Microgrids Solutions	Signed Quotation for Scale Valley Transit Authority	Proterra Operating Company, Inc.
Schunk Carbon Technology, LLC	Purchase Order - BUR816422	Proterra Operating Company, Inc.
Schunk Carbon Technology, LLC	Purchase Order - VBUR815847	Proterra Operating Company, Inc.
SoftChoice Corporation	Cloud Lifecycle Services for Google Cloud Platform	Proterra Operating Company, Inc.
Sonoma County	Agreement to Purchase Chargers for Electric Buses	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958136	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958149	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958144	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958146	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958138	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958143	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958131	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958151	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958137	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958145	Proterra Operating Company, Inc.

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
Staples Technology Solutions	Quote # 958133	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958132	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958121	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958148	Proterra Operating Company, Inc.
Staples Technology Solutions	Quote # 958150	Proterra Operating Company, Inc.
Swiftly	Swiftly GPS Playback API access – unlimited agencies	Proterra Operating Company, Inc.
Tallahassee, City of (StarMetro)	P000132 - Administrative Office 1-Signed Quote	Proterra Operating Company, Inc.
Taylor Machine Works	Signed Quotations 1 & 2	Proterra Operating Company, Inc.
Thrive Operations, LLC	Master Services Agreement, dated February 7, 2024	Proterra Operating Company, Inc.
Thrive Operations, LLC	Service Order CON-045234	Proterra Operating Company, Inc.
Thrive Operations, LLC	Service Order CON-045235	Proterra Operating Company, Inc.
Tompkins Consolidated Area Transit	Engineer, Procure, Construct (EPC) Agreement	Proterra Operating Company, Inc.
Topeka Metropolitan Transit Authority	Agreement to Purchase Chargers for Electric Vehicles	Proterra Operating Company, Inc.
Topeka Metropolitan Transit Authority	Charging Infrastructure Agreement Phase 1	Proterra Operating Company, Inc.
Topeka Metropolitan Transit Authority	Charging Infrastructure Agreement Engineer, Procure, Construction (EPC) Phase 2	Proterra Operating Company, Inc.
TriNet Financial Services	TriNet Services Requisition Form	Proterra Operating Company, Inc.

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
Trundl Inc.	MSA dated February 23, 2024	Proterra Operating Company, Inc.
Valmont Industries Inc.	Purchase Order - VBUR818158	Proterra Operating Company, Inc.
Washington University dba Washington University in St. Louis	Agreement to Purchase Chargers for Electric Buses	Proterra Operating Company, Inc.
WeDriveU, Inc.	Agreement to Purchase Chargers For Electric Vehicles	Proterra Operating Company, Inc.
WeDriveU, Inc.	Agreement to Purchase Chargers For Electric Vehicles	Proterra Operating Company, Inc.
Wichita Transit	Signed Quotation	Proterra Operating Company, Inc.
Zenatta Consulting	Consulting Service Agreement fully executed on February 21, 2024	Proterra Operating Company, Inc.
Zoho Corp.	Signed Quotation dated as of February 21, 2024	Proterra Operating Company, Inc.
Zoho Corp.	Zoho One Declaration as of February 23, 2024	Proterra Operating Company, Inc.



**EXHIBIT C**

**Revised 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.

The Debtors currently anticipate that the following steps shall occur 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.

- 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, Equity 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.

**EXHIBIT D**

**Blackline of Revised Schedule of Causes of Action**

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

<b>Non-Debtor Counterparty</b>	<b>Contract</b>
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
<a href="#">British Columbia Transit</a>	<a href="#">Master Contract</a>
<a href="#">British Columbia Transit</a>	<a href="#">Annex 2 (20.092)</a>
<a href="#">British Columbia Transit</a>	<a href="#">Annex 1 by Transit contract no 20.092 (20.092)</a>
<a href="#">British Columbia Transit</a>	<a href="#">Schedule 2 - Statement of Work 20.092-A - Integrated Solution for Heavy Duty Battery Electric Buses, Charging Equipment, Infrastructure Design, Construction, and Supporting Systems</a>
<a href="#">British Columbia Transit</a>	<a href="#">Change Order Number 20.092A-CO-1 - Priced Customer Option Tracker costs for the first 10 BEB Buses</a>
<a href="#">British Columbia Transit</a>	<a href="#">Change Order Number 20.092A-CO-2 - Part 1 Project Details – Statement of Work 20.092A – referenced in Master Contract 20.092 Schedule 2, Article 5</a>
<a href="#">British Columbia Transit</a>	<a href="#">Change Order (CO-3)</a>
<a href="#">British Columbia Transit</a>	<a href="#">Change Order (CO-4)</a>
<a href="#">British Columbia Transit</a>	<a href="#">Change Order (CO-5)</a>
<a href="#">British Columbia Transit</a>	<a href="#">Schedule 2 - Statement of Work 20.092-B - Phase 1, Part 2 - 49 Heavy-Duty Battery Electric Buses, purchase and delivery, and supporting systems</a>
<a href="#">British Columbia Transit</a>	<a href="#">Mutual Rescission and Release Agreement - Schedule 2 - Statement of Work 20.092-B</a>
<a href="#">British Columbia Transit</a>	<a href="#">Schedule 2 - Statement of Work 20.092-C - Phase 1, Part 2 - 49 Heavy-Duty Battery Electric Buses, purchase and delivery, and supporting systems</a>
<a href="#">British Columbia Transit</a>	<a href="#">BC Transit Change Order, CO-01 - To perform engineering service: topographic surveys. Surveys to consists of the full site of project location.</a>
<a href="#">British Columbia Transit</a>	<a href="#">General Service Agreement</a>
<a href="#">British Columbia Transit</a>	<a href="#">Change Order No . 01</a>
<a href="#">British Columbia Transit</a>	<a href="#">Change Order No. 02 - Opportunity Definition</a>
<a href="#">British Columbia Transit</a>	<a href="#">Change Order No. 03 - Rumble Strips, Contaminated Soils Credits, Backup Generator System, Arc Flash Study, Asphalt patch at PMT location</a>
<a href="#">British Columbia Transit</a>	<a href="#">General Services Agreement Control No. 23.118 Kamloops Design Agreement - Kamloops – Project C1747</a>
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

**EXHIBIT E**

**Blackline of Revised Assumption Schedule**

This **Exhibit C** contains the Schedule of Assumed Executory Contracts and Unexpired Leases.<sup>1</sup> 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

<sup>1</sup> 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**

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
ABB E-Mobility Inc.	Purchase Order - VBUR817966	Proterra Operating Company, Inc.
ABB Inc. (USA)	ABB Proterra Mutually Agreed Upon General Terms and Conditions of Sale - Software License	Proterra Operating Company, Inc.
<del>AES Engineering Ltd</del> <u>Albuquerque RIDE</u>	<del>Proposal for Electrical Engineering Services - Conceptual Design - BC Transit Battery Electric Bus Charging System; Acceptance of Proposal; Engineering Services Terms and Conditions</del> <u>Signed Quotation</u>	Proterra Operating Company, Inc.
<del>Aldridge Electric Inc</del> <u>Bethlehem Central School District</u>	<del>Master Services Agreement - Construction Design &amp; Build</del> <u>Signed Quotation</u>	Proterra Operating Company, Inc.
Biddeford Saco Old Orchard Beach Transit	Engineer, Procure, Construct (EPC) Agreement - install battery charging equipment	Proterra Operating Company, Inc.
<del>Bluebeam Revu Standard</del> <u>BlackSwift Creative, LLC</u>	<u>Proposal dated as of February 6, 2024</u>	Proterra Operating Company, Inc.



Counterparty Name	Description of Contract	Debtor Counterparties
<del>Decker Electric Inc.</del> <u>Bluebeam Revu Standard</u>	<del>Purchase Order - 818837</del> <u>Quote # Q-1520621   BLUEBEAM REVU STANDARD RENEWAL MAINTENANCE (1-49 DEVICES), ANNUAL SUBSCRIPTION</u>	Proterra Operating Company, Inc.
<u>Buellton Union School District</u>	<u>Proterra Quote Q-00260 - Signed</u>	<u>Proterra Operating Company, Inc.</u>
<u>Capital Metropolitan Transportation Authority</u>	<u>Bus Electrification Phase 2 Project - 2910</u>	<u>Proterra Operating Company, Inc.</u>
<u>CFO Systems, LLC</u>	<u>Proposal dated as of February 8, 2024</u>	<u>Proterra Operating Company, Inc.</u>
<del>Decker Electric, Inc. - Capital Metropolitan Transportation Authority</del>	<del>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")</del> <u>Purchase Order - 825223E</u>	Proterra Operating Company, Inc.
<u>Decker Electric Inc.</u>	<u>Purchase Order - 816414E</u>	<u>Proterra Operating Company, Inc.</u>
<u>Decker Electric Inc.</u>	<u>Purchase Order - 827154</u>	<u>Proterra Operating Company, Inc.</u>
<del>Decker Electric, Inc. - Topeka</del> <u>Topeka</u>	Charging Infrastructure Agreement - Topeka 200 NW Crane, Topeka, KS 66603 (the "Project"). - Phase 1	Proterra Operating Company, Inc.

Counterparty Name	Description of Contract	Debtor Counterparties
Decker Electric, Inc. <del>Topeka</del> <u>Topeka</u>	Exhibit A.1 to Charging Infrastructure Agreement - Topeka 200 NW Crane, Topeka, KS 66603 (the "Project"). - Phase 1	Proterra Operating Company, Inc.
Decker Electric, Inc. <del>Biddeford</del> <u>Biddeford</u> Saco Old Orchard Beach Transit	(Sub)Contractor Agreement - BSOOB	Proterra Operating Company, Inc.
Decker Electric, Inc. <del>Tompkins</del> <u>Tompkins</u> Consolidated Area Transit, Inc.	(Sub)Contractor Agreement - 737 Willow Ave, Ithaca, NY 14850 - TCAT	Proterra Operating Company, Inc.
Decker Electric, Inc. _ WeDriveU	Contractor Agreement - WeDriveU – San Jose, 1336 Old Bayshore Hwy, San Jose, CA 95112	Proterra Operating Company, Inc.
<del>EVGateway, Inc.</del> <u>Delaware Transit Corporation</u>	<del>EVGateway Charge Management Services</del> <u>Delaware Transit Corporation (DART) - P000137 - - Quote</u>	Proterra Operating Company, Inc.
EVGateway, Inc.	White Label SaaS - Reseller Agreement	Proterra Operating Company, Inc.
Figma Inc.	Figma Order Form	Proterra Operating Company, Inc.
<del>Forbes Bros LTD</del> <u>Glenn County School District</u>	<del>Contractor Agreement - Design-Build Infrastructure Project</del> <u>Signed Quotation</u>	Proterra Operating Company, Inc.

Counterparty Name	Description of Contract	Debtor Counterparties
Forbes Bros LTD <del>GoDaddy.com, LLC</del>	<del>Change Order No 1-RI</del> <del>Pantograph Anchoring Materials</del> <u>Receipt No. 2925503080, dated as of February 7, 2024</u>	Proterra Operating Company, Inc.
Forbes Bros LTD <del>GridFabric</del>	<del>Change Order No 2-RI</del> <del>Contaminated Soil Disposal</del> <u>Reconciliation GridFabric Software License Agreement (W2351058-3xA1F97)</u>	Proterra Operating Company, Inc.
Forbes Bros LTD	<del>Change Order No 3</del> <del>Supply &amp; Install Additional Rumble</del>	Proterra Operating Company, Inc.
Forbes Bros LTD	<del>Change Order No 4</del> <del>Backup Generator Supply Install</del>	Proterra Operating Company, Inc.
Forbes Bros LTD	<del>Change Order No 5</del> <del>Are Flash Study</del>	Proterra Operating Company, Inc.
Forbes Bros LTD	<del>Change Order No 6</del> <del>Field review/approval of Equipment</del>	Proterra Operating Company, Inc.
Forbes Bros LTD	<del>Change Order No 7</del> <del>Utility PMT Asphalt Patch</del>	Proterra Operating Company, Inc.
Forbes Bros LTD	<del>Change Order No 8</del> <del>Maintenance Charger Cord Reel</del>	Proterra Operating Company, Inc.
Gleason Reel Corporation	<del>Purchase Order</del> <del>816956</del>	Proterra Operating Company, Inc.
GridFabric	-	Proterra Operating Company, Inc.
Innominds Software Inc	Master Services Agreement	Proterra Operating Company, Inc.

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
Innominds Software Inc	Exhibit A -2021-14 Statement of Work - Proterra APEX	Proterra Operating Company, Inc.
Innominds Software Inc	Exhibit A-2022-5 Statement of Work - On-Site Data Engineering Team Augmentation	Proterra Operating Company, Inc.
Innominds Software Inc	Exhibit A-2023-2 - Statement of Work QA Support	Proterra Operating Company, Inc.
Innominds Software Inc	Change Request Form to the Exhibit A-2022-2 (Statement of Work)	Proterra Operating Company, Inc.
Innominds Software Inc	Exhibit A-2023-1 Statement of Work Staff Augmentation for Managed Charging Team	Proterra Operating Company, Inc.
Innominds Software Inc	Change Request Form to Exhibit A-2021-4 - Change #007 Addition of Scope to the Engagement under Original SOW Exhibit A-2021-4	Proterra Operating Company, Inc.
Innominds Software Inc	Change Requet Form to Exhibit A-2021-14 (Statement of Work) between Innominds Software, Inc. & POCI - Change #003	Proterra Operating Company, Inc.
Innominds Software Inc	Managed Charging Onshore Development	Proterra Operating Company, Inc.
Innominds Software Inc	Data Engineering Onshore Development	Proterra Operating Company, Inc.
Innominds Software Inc	Valence Onshore QA	Proterra Operating Company, Inc.
Innominds Software Inc	Managed Charging Offshore Development	Proterra Operating Company, Inc.

Counterparty Name	Description of Contract	Debtor Counterparties
Innominds Software Inc	Managed Charging Offshore QA	Proterra Operating Company, Inc.
Jean Martin Inc.	Master Service Agreement	Proterra Operating Company, Inc.
Jean Martin Inc.	Data Engineering Offshore Development	Proterra Operating Company, Inc.
Jean Martin Inc.	Change Request Form to the Exhibit A-2023-1 Statement of Work between Jean Martin Inc. & POCI	Proterra Operating Company, Inc.
Keysight Technologies, Inc.	End User Statement	Proterra Operating Company, Inc.
Keysight Technologies, Inc.	Keysight On-Premises, Cloud (SAAS), and Services Terms and Conditions	Proterra Operating Company, Inc.
<del>Keysight Technologies, Inc.</del> <u>Optimized Financial Planning LLC</u>	<del>Keysight Agreement</del> <u>IBM ILOG CPLEX Optimize</u>	Proterra Operating Company, Inc.
<del>Optimized Financial Planning LLC</del> <u>CPC Connection Sales Corp.</u>	<del>IBM CPLEX - Charge Optimization Library</del> <u>Sales Quote # 13253880.04</u>	Proterra Operating Company, Inc.
<u>PC Connection Sales Corp.</u>	<u>Sales Quote # 13256245.01</u>	<u>Proterra Operating Company, Inc.</u>
<u>PC Connection Sales Corp.</u>	<u>Sales Quote # 13256253.01</u>	<u>Proterra Operating Company, Inc.</u>
<u>PC Connection Sales Corp.</u>	<u>Sales Quote # 1325627.01</u>	<u>Proterra Operating Company, Inc.</u>
<u>PC Connection Sales Corp.</u>	<u>Sales Quote # 13256294.01</u>	<u>Proterra Operating Company, Inc.</u>
<u>PC Connection Sales Corp.</u>	<u>Sales Quote # 1325614.01</u>	<u>Proterra Operating Company, Inc.</u>
<u>PC Connection Sales Corp.</u>	<u>Sales Quote # 13256329.01</u>	<u>Proterra Operating Company, Inc.</u>
<u>PC Connection Sales Corp.</u>	<u>Sales Quote # 13256344.01</u>	<u>Proterra Operating Company, Inc.</u>

Counterparty Name	Description of Contract	Debtor Counterparties
Power Electronics	Product Supply Agreement dated October 15, 2020	Proterra Operating Company, Inc.
Power Electronics	Amendment No. 1 to Product Supply Agreement dated October 15, 2023	Proterra Operating Company, Inc.
Power Electronics <u>USA</u>	<del>Term Sheet dated July 27, 2020—Parties intend to negotiate a formal written agreement that would govern the Proposed Transaction—"Definitive Agreement"—</del> <u>Purchase Order - VBUR812240</u>	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - <del>VBUR812353</del> <u>VBUR816353</u>	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - <del>VBUR816353</del> <u>VBUR826036</u>	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - <del>V825774</del> <u>818803</u>	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - <del>VBUR826036</del> <u>VBUR826315</u>	Proterra Operating Company, Inc.
Power Electronics USA	Purchase Order - <del>VBUR826040</del> <u>VBUR826313</u>	Proterra Operating Company, Inc.
Power Electronics USA, <del>Inc.</del>	<del>Lease Agreement—NB Standalone I20 and NBw30</del> <u>Purchase Order - VBUR826220</u>	Proterra Operating Company, Inc.
<u>Power Electronics USA</u>	<u>Purchase Order - VBUR826709</u>	<u>Proterra Operating Company, Inc.</u>
<u>Power Electronics USA</u>	<u>Purchase Order - VBUR826635</u>	<u>Proterra Operating Company, Inc.</u>
<u>Power Electronics USA</u>	<u>Purchase Order - 827270E</u>	<u>Proterra Operating Company, Inc.</u>

Counterparty Name	Description of Contract	Debtor Counterparties
<a href="#"><u>Power Electronics USA</u></a>	<a href="#"><u>Purchase Order - 827250</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Power Electronics USA</u></a>	<a href="#"><u>Purchase Order - 826940E</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Power Electronics USA</u></a>	<a href="#"><u>Purchase Order - 827048</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Power Electronics USA</u></a>	<a href="#"><u>Purchase Order - 816414</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Power Electronics USA</u></a>	<a href="#"><u>Purchase Order - 826997</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
Ramco Electric Ltd	Agreement to Purchase Chargers for Electric Vehicles	Proterra Operating Company, Inc.
Sandy, City of	Agreement to Purchase Chargers for Electric Vehicles	Proterra Operating Company, Inc.
<del>Schunk Carbon Technology, LLC</del> <a href="#"><u>Scale Microgrids Solutions</u></a>	<del>Purchase Order - VBUR812362</del> <a href="#"><u>Signed Quotation for Scale Valley Transit Authority</u></a>	Proterra Operating Company, Inc.
Schunk Carbon Technology, LLC	Purchase Order - <del>VBUR812363</del> <a href="#"><u>BUR816422</u></a>	Proterra Operating Company, Inc.
Schunk Carbon Technology, LLC	Purchase Order - <del>BUR815847</del> <a href="#"><u>VBUR815847</u></a>	Proterra Operating Company, Inc.
<a href="#"><u>SoftChoice Corporation</u></a>	<a href="#"><u>Cloud Lifecycle Services for Google Cloud Platform</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
Sonoma County	Agreement to Purchase Chargers for Electric Buses	Proterra Operating Company, Inc.
<del>Swiftly</del> <a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958136</u></a>	Proterra Operating Company, Inc.
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958149</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958144</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958146</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958138</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958143</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958131</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958151</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958137</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958145</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958133</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958132</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958121</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958148</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Staples Technology Solutions</u></a>	<a href="#"><u>Quote # 958150</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Swiftly</u></a>	<a href="#"><u>Swiftly GPS Playback API access – unlimited agencies</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Tallahassee, City of (StarMetro)</u></a>	<a href="#"><u>P000132 - Administrative Office 1-Signed Quote</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Taylor Machine Works</u></a>	<a href="#"><u>Signed Quotations 1 &amp; 2</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Thrive Operations, LLC</u></a>	<a href="#"><u>Master Services Agreement, dated February 7, 2024</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Thrive Operations, LLC</u></a>	<a href="#"><u>Service Order CON-045234</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>
<a href="#"><u>Thrive Operations, LLC</u></a>	<a href="#"><u>Service Order CON-045235</u></a>	<a href="#"><u>Proterra Operating Company, Inc.</u></a>



Counterparty Name	Description of Contract	Debtor Counterparties
Tompkins Consolidated Area Transit	Engineer, Procure, Construct (EPC) Agreement	Proterra Operating Company, Inc.
Topeka Metropolitan Transit Authority	Agreement to Purchase Chargers for Electric Vehicles	Proterra Operating Company, Inc.
Topeka Metropolitan Transit Authority	Charging Infrastructure Agreement Phase 1	Proterra Operating Company, Inc.
Topeka Metropolitan Transit Authority	Charging Infrastructure Agreement Engineer, Procure, Construction (EPC) Phase 2	Proterra Operating Company, Inc.
<del>Valmont Industries Inc.</del> <u>TriNet Financial Services</u>	<del>Purchase Order - VBUR813855</del> <u>TriNet Services Requisition Form</u>	Proterra Operating Company, Inc.
<u>Trundl Inc.</u>	<u>MSA dated February 23, 2024</u>	<u>Proterra Operating Company, Inc.</u>
Valmont Industries Inc.	Purchase Order - VBUR818158	Proterra Operating Company, Inc.
Washington University dba Washington University in St. Louis	Agreement to Purchase Chargers for Electric Buses	Proterra Operating Company, Inc.
WeDriveU, Inc.	Agreement to Purchase Chargers For Electric Vehicles	Proterra Operating Company, Inc.
<u>WeDriveU, Inc.</u>	<u>Agreement to Purchase Chargers For Electric Vehicles</u>	<u>Proterra Operating Company, Inc.</u>
<u>Wichita Transit</u>	<u>Signed Quotation</u>	<u>Proterra Operating Company, Inc.</u>
<u>Zenatta Consulting</u>	<u>Consulting Service Agreement fully executed on February 21, 2024</u>	<u>Proterra Operating Company, Inc.</u>
<u>Zoho Corp.</u>	<u>Signed Quotation dated as of February 21, 2024</u>	<u>Proterra Operating Company, Inc.</u>

Counterparty Name	Description of Contract	Debtor Counterparties
<u>Zoho Corp.</u>	<u>Zoho One Declaration as of February 23, 2024</u>	<u>Proterra Operating Company, Inc.</u>

**EXHIBIT F**

**Blackline of Revised 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~~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~~Equity 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.~~