

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

In re:)	Chapter 11
)	
PROTERRA INC, <i>et al.</i> , ¹)	Case No. 23-11120 (BLS)
)	
Debtors.)	(Jointly Administered)
)	

Ref. Docket Nos. 944, 951 & 1039

**NOTICE OF (A) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE
ASSUMED BY THE DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS,
IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH**

PLEASE TAKE NOTICE THAT, on January 25, 2024, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order [Docket No. 951] (the “Disclosure Statement Order”), (a) authorizing Proterra Inc and its affiliated debtor (together, the “Debtors”), to solicit acceptances for the *Fourth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [Docket No. 1039] (as modified, amended, or supplemented from time to time, the “Plan”);² (b) approving the *Third Amended Disclosure Statement for the Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [Docket No. 944] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); (d) scheduling certain dates with respect thereto; and (e) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT pursuant to Article V.A of the Plan, as of the Effective Date, except as provided in the Plan (including, with respect to D&O Policies, Article IV.P thereof), the Debtors shall be deemed to have rejected all Executory Contracts and Unexpired Leases, unless such Executory Contract is a D&O Policy or an Insurance Contract, that (a) have not been identified on the Assumption Schedule (as defined herein), (b) have not been otherwise rejected, assumed, or assumed and assigned, including in connection with any Sale, or which have not been designated for assumption or assumption and assignment pursuant to the terms of any Sale Order, or (c) are not otherwise rejected, assumed, assumed and assigned, or the subject of a motion filed by the Debtors prior to the Effective Date to assume, assume and assign, or reject such Executory Contracts and Unexpired Leases on which the Court has not ruled and is still pending.

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

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



PLEASE TAKE FURTHER NOTICE THAT pursuant to Article V.D of the Plan, at least fourteen (14) calendar days before the Confirmation Hearing and solely to the extent the applicable Executory Contract or Unexpired Lease was not included in the Cure Notice (or if the proposed Cure Claim for such Executory Contract or Unexpired Lease is different than the proposed Cure Claim listed in the Cure Notice), the Debtors shall distribute, or cause to be distributed, Plan Cure Notices and proposed amounts of Cure Claims to the applicable Executory Contract or Unexpired Lease counterparties; *provided* that the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases prior to the Confirmation Date on seven days' notice.

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the Schedule of Assumed Executory Contracts and Unexpired Leases [Docket No. 1076-3] with the Court as part of the Plan Supplement on February 16, 2024, as contemplated under the Plan (the "Initial Assumption Schedule").

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the *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* on February 27, 2024 [Docket No. 1128], attached to which is the amended Schedule of Assumed Executory Contracts and Unexpired Leases [Docket No. 1128 Exhibit B] (as amended, supplemented, or otherwise modified from time to time, the "Amended Assumption Schedule").

PLEASE TAKE FURTHER NOTICE THAT, in accordance with the Plan and the Assumption Schedule, the Debtors are proposing to assume (or assume and assign) the Executory Contract(s) and Unexpired Lease(s) listed on Exhibit A attached hereto.³ You are advised to review carefully the information contained in this notice and the related provisions of the Plan, including the Assumption Schedule and the amount required to cure defaults, if any, under such contract (the "Cure Amount").

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the Cure Amounts, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed on Exhibit A attached hereto. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no Cure Amount outstanding for such contract or lease.

³ Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's schedule of assets and liabilities, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that any Reorganized Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (b) contest any Cure Claim (or Cure Amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute, the monetary amounts (if any) required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified above will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Debtors in Cash on the Effective Date. In the event of a dispute regarding (a) the amount of the Cure Claim, (b) the ability of the Reorganized Debtors or any assignee to provide ‘adequate assurance of future performance’ (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, if required, or (c) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall only be made following the entry of a Final Order or orders resolving the dispute and approving the assumption by mutual agreement between the Debtors or the Reorganized Debtors, as applicable, and the applicable counterparty, with the consent of the Second Lien Agent, such consent not to be unreasonably withheld.

PLEASE TAKE FURTHER NOTICE THAT any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure Amount listed on the Amended Assumption Schedule that was not listed on the Initial Assumption Schedule or whose Cure Amount changed from the Initial Assumption Schedule (each, a “Revised Contract”) must be Filed, served, and actually received by the Confirmation Hearing (as defined herein).

PLEASE TAKE FURTHER NOTICE THAT the Debtors or Reorganized Debtors, as applicable, reserve the right to reject any Executory Contract or Unexpired Lease in their discretion, subject to the consent rights set forth in the Plan Support Agreement, including in connection with the resolution of any cure disputes. Notwithstanding anything to the contrary herein, if at any time the Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice or the Assumption Schedule, the Debtors or Reorganized Debtors, as applicable, will have the right, at such time, to remove such Executory Contract or Unexpired Lease from the Assumption Schedule, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as of the Effective Date.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **March 5, 2024 at 10:00 AM (ET)**, before the Honorable Brendan L. Shannon at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or assumption and assignment or related Cure Amount must be timely Filed, served, and actually received by the Debtors prior to the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or Cure Amount will be deemed to have consented to such matters and will be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and Cure Amount.

PLEASE TAKE FURTHER NOTICE THAT any such objection to the assumption of an Executory Contract or Unexpired Lease pursuant to the Plan shall be heard by

the Court at the Confirmation Hearing or such other date acceptable to the Bankruptcy Court, unless a later date is agreed to between the Debtors or the Reorganized Debtors, on the one hand, and the counterparty to the Executory Contract or Unexpired Lease, on the other hand, or by order of the Court.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the assumption (or assumption and assignment) of a Revised Contract is prior to the Confirmation Hearing. Any such objection **must** (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with this Court (contemporaneously with a proof of service) and served upon the following parties:

Debtors	Counsel to the Debtors
<p>Proterra Inc & Proterra Operating Company, Inc. 500 Pennsylvania Avenue PO Box 2205 Greer, South Carolina 29652</p>	<p>Paul, Weiss, Riffkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019 Attn: Paul M. Basta, Robert A. Britton, and Michael J. Colarossi Email: pbasta@paulweiss.com, rbritton@paulweiss.com, mcolarossi@paulweiss.com</p> <p>- and -</p> <p>Young Conaway Stargatt & Taylor LLP Rodney Square 1000 North King Street Wilmington, DE 19801 Attn: Pauline K. Morgan, Andrew L. Magaziner, and Shella Borovinskaya Email: pmorgan@ycst.com, amagaziner@ycst.com, sborovinskaya@ycst.com</p>

The Official Committee of Unsecured Creditors	
<p>Lowenstein Sandler LLP 1251 Avenue of the Americas New York, New York 10019 Attn: Jeffrey Cohen, Eric S. Chafetz, and Jordana Renert Email: jcohen@lowenstein.com, echafetz@lowenstein.com, jrenert@lowenstein.com</p> <p>- and -</p> <p>Morris James LLP 500 Delaware Avenue, Suite 1500 Wilmington, DE 19801 Attn: Eric J. Monzo and Brya M. Keilson Email: emonzo@morrisjames.com, bkeilson@morrisjames.com</p>	
U.S. Trustee	
<p>Office of The United States Trustee 844 King Street, Suite 2207 Wilmington, Delaware 19801 Attn: Linda J. Casey</p>	

PLEASE TAKE FURTHER NOTICE THAT assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date of the Debtors or Reorganized Debtors assume such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Court.

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

Dated: February 27, 2024
Wilmington, Delaware

Respectfully submitted,

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

Andrew L. Magaziner

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- and -

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

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*Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Revised Assumption Schedule

Exhibit A

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
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.	\$ -
Decker Electric Inc.	Purchase Order - 827154	Proterra Operating Company, Inc.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
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.	\$ -
GridFabric	GridFabric Software License Agreement (W2351058-3xA1F97)	Proterra Operating Company, Inc.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
Innominds Software Inc	Master Services Agreement	Proterra Operating Company, Inc.	\$ 207,312.00
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.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
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.	\$ 24,390.94
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.	\$ -
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.	\$ 4,705,319.66

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
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.	\$ -
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.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
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.	\$ -
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.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
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.	\$ -
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.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
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.	\$ -