

**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. 944, 951, 1039, 1076, 1089, 1129  
& 1143

**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”);<sup>2</sup> (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,

<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, South Carolina 29652.

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



assume and assign, or reject such Executory Contracts and Unexpired Leases on which the Court has not ruled and is still pending.

**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 Debtors may 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**, on February 16, 2024, 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, as contemplated under the Plan (the "Initial Assumption Schedule").

**PLEASE TAKE FURTHER NOTICE THAT**, on February 20, 2024, the Debtors filed the *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* [Docket No. 1089], attached to which is a copy of the Initial Assumption Schedule with applicable cure amounts (the "Initial Cure Notice");

**PLEASE TAKE FURTHER NOTICE THAT**, on February 27, 2024, 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* [Docket No. 1128], attached to which is the first amended Schedule of Assumed Executory Contracts and Unexpired Leases [Docket No. 1128 Exhibit B] (the "First Revised Assumption Schedule").

**PLEASE TAKE FURTHER NOTICE THAT**, on February 27, 2024, the Debtors filed the *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* [Docket No. 1129], attached to which is a copy of the First Revised Assumption Schedule with applicable cure amounts [Docket No. 1129 Exhibit A] (the "First Revised Cure Notice").

**PLEASE TAKE FURTHER NOTICE THAT**, on March 1, 2024, the Debtors filed the *Notice of Filing Amended Exhibits B and D-5 of the Plan Supplement for the Fourth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [Docket No. 1143], attached to which is the second amended Schedule of Assumed Executory Contracts and Unexpired Leases [Docket No. 1143 Exhibit A] (the "Second Revised Assumption Schedule").

**PLEASE TAKE FURTHER NOTICE THAT**, in accordance with the Plan and consistent with the Second Revised 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 (the “**Second Revised Cure Notice**”).<sup>3</sup> You are advised to review carefully the information contained in this notice and the related provisions of the Plan, including the Second Revised Assumption Schedule and the amount required to cure defaults, if any, under such contract (the “**Cure Amount**”) as set forth in the Second Revised Cure Notice.

**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.

**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 Second Revised Notice that was not listed on the First Revised Cure Notice (each a “**New Assumed Contract**”) or whose Cure Amount changed from the First Revised Cure Notice (each a “**New Cure Amount**”) must be Filed, served, and actually received by no later than March 8, 2024 at 4:00 PM (ET). Any objection to a proposed assumption of an Executory Contract or Unexpired Lease or related Cure Amount set forth in the Initial Revised Cure Notice or First Revised Cure Notice remains subject to the applicable objection deadline set forth in such notices.

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<sup>3</sup> Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Second Revised Assumption Schedule or Second Revised Cure Notice, 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 Second Revised 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** attached hereto as **Exhibit B** is a redline comparing the Second Revised Cure Notice to the First Revised Cure Notice.

**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 Second Revised Cure Notice, the Debtors or Reorganized Debtors, as applicable, will have the right, at such time, to remove such Executory Contract or Unexpired Lease from the Second Revised 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** 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** 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 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, with respect to the New Assumed Contract and New Cure Amounts, such other date acceptable to the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE THAT** 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><b>Proterra Inc &amp; Proterra Operating Company, Inc.</b>  500 Pennsylvania Avenue  PO Box 2205  Greer, South Carolina 29652</p>	<p><b>Paul, Weiss, Rifkind, Wharton &amp; Garrison LLP</b>  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><b>Young Conaway Stargatt &amp; Taylor LLP</b>  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><b>Lowenstein Sandler LLP</b>  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><b>Morris James LLP</b>  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><b>Office of The United States Trustee</b>  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.**

**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](http://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: March 1, 2024  
Wilmington, Delaware

Respectfully submitted,

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/ Shella Borovinskaya

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Pauline K. Morgan (No. 3650)  
Andrew L. Magaziner (No. 5426)  
Shella Borovinskaya (No. 6758)  
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sborovinskaya@ycst.com

- and -

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

Paul M. Basta (admitted *pro hac vice*)  
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*Counsel to the Debtors and  
Debtors in Possession*

**Exhibit A**

**Revised Assumption Schedule**



**Exhibit A**

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>	<b>Amount Required to Cure Default Thereunder, If Any</b>
ABB E-Mobility Inc.	<i>Purchase Order - VBUR817966</i>	Proterra Operating Company, Inc.	\$ -
ABB Inc. (USA)	<i>ABB Proterra Mutually Agreed Upon General Terms and Conditions of Sale - Software License</i>	Proterra Operating Company, Inc.	\$ -
Albuquerque RIDE	<i>Signed Quotation</i>	Proterra Operating Company, Inc.	\$ -
Bethlehem Central School District	<i>Signed Quotation</i>	Proterra Operating Company, Inc.	\$ -
Biddeford Saco Old Orchard Beach Transit	<i>Engineer, Procure, Construct (EPC) Agreement - install battery charging equipment</i>	Proterra Operating Company, Inc.	\$ -
BlackSwift Creative, LLC	<i>Proposal dated as of February 6, 2024</i>	Proterra Operating Company, Inc.	\$ -
Bluebeam Revu Standard	<i>Quote # Q-1520621 / BLUEBEAM REVU STANDARD RENEWAL MAINTENANCE (1-49 DEVICES), ANNUAL SUBSCRIPTION</i>	Proterra Operating Company, Inc.	\$ -
Buellton Union School District	<i>Proterra Quote Q-00260 - Signed</i>	Proterra Operating Company, Inc.	\$ -
Capital Metropolitan Transportation Authority	<i>Bus Electrification Phase 2 Project - 2910</i>	Proterra Operating Company, Inc.	\$ -
CFO Systems, LLC	<i>Proposal dated as of February 8, 2024</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric Inc.	<i>Purchase Order - 825223E</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric Inc.	<i>Purchase Order - 816414E</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric Inc.	<i>Purchase Order - 827154</i>	Proterra Operating Company, Inc.	\$ -

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>	<b>Amount Required to Cure Default Thereunder, If Any</b>
Decker Electric, Inc._Capital Metropolitan Transportation Authority	<i>Contractor Agreement - Capital Metropolitan Transportation Authority (“CapMetro”) for the design and construction of electrification infrastructure at a bus operation facility located at 2910 E 5th St., Austin, TX 78702 (the “Site”)</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric, Inc._Topeka	<i>Charging Infrastructure Agreement - Topeka 200 NW Crane, Topeka, KS 66603 (the “Project”). - Phase 1</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric, Inc._Topeka	<i>Exhibit A.1 to Charging Infrastructure Agreement - Topeka 200 NW Crane, Topeka, KS 66603 (the “Project”). - Phase 1</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric, Inc._Biddeford Saco Old Orchard Beach Transit	<i>(Sub)Contractor Agreement - BSOOB</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric, Inc._Tompkins Consolidated Area Transit, Inc.	<i>(Sub)Contractor Agreement - 737 Willow Ave, Ithaca, NY 14850 - TCAT</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric, Inc._WeDriveU	<i>Contractor Agreement - WeDriveU – San Jose, 1336 Old Bayshore Hwy, San Jose, CA 95112</i>	Proterra Operating Company, Inc.	\$ -
Delaware Transit Corporation	<i>Delaware Transit Corporation (DART) - P000137 - - Quote</i>	Proterra Operating Company, Inc.	\$ -
EVGateway, Inc.	<i>White Label SaaS - Reseller Agreement</i>	Proterra Operating Company, Inc.	\$ -

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>	<b>Amount Required to Cure Default Thereunder, If Any</b>
Figma Inc.	<i>Figma Order Form</i>	Proterra Operating Company, Inc.	\$ -
Glenn County School District	<i>Signed Quotation</i>	Proterra Operating Company, Inc.	\$ -
GoDaddy.com, LLC	<i>Receipt No. 2925503080, dated as of February 7, 2024</i>	Proterra Operating Company, Inc.	\$ -
GridFabric	<i>GridFabric Software License Agreement (W2351058-3xA1F97)</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Master Services Agreement</i>	Proterra Operating Company, Inc.	\$ 207,312.00
Innominds Software Inc	<i>Exhibit A -2021-14 Statement of Work - Proterra APEX</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Exhibit A-2022-5 Statement of Work - On-Site Data Engineering Team Augmentation</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Exhibit A-2023-2 - Statement of Work QA Support</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Change Request Form to the Exhibit A-2022-2 (Statement of Work)</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Exhibit A-2023-1 Statement of Work Staff Augmentation for Managed Charging Team</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Change Request Form to Exhibit A-2021-4 - Change #007 Addition of Scope to the Engagement under Original SOW Exhibit A-2021-4</i>	Proterra Operating Company, Inc.	\$ -

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>	<b>Amount Required to Cure Default Thereunder, If Any</b>
Innominds Software Inc	<i>Change Requet Form to Exhibit A-2021-14 (Statement of Work) between Innominds Software, Inc. &amp; POCI - Change #003</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Managed Charging Onshore Development</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Data Engineering Onshore Development</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Valence Onshore QA</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Managed Charging Offshore Development</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Managed Charging Offshore QA</i>	Proterra Operating Company, Inc.	\$ -
Jean Martin Inc.	<i>Master Service Agreement</i>	Proterra Operating Company, Inc.	\$ 24,390.94
Jean Martin Inc.	<i>Data Engineering Offshore Development</i>	Proterra Operating Company, Inc.	\$ -
Jean Martin Inc.	<i>Change Request Form to the Exhibit A-2023-1 Statement of Work between Jean Martin Inc. &amp; POCI</i>	Proterra Operating Company, Inc.	\$ -
Keysight Technologies, Inc.	<i>End User Statement</i>	Proterra Operating Company, Inc.	\$ -
Keysight Technologies, Inc.	<i>Keysight On-Premises, Cloud (SAAS), and Services Terms and Conditions</i>	Proterra Operating Company, Inc.	\$ -
Optimized Financial Planning LLC	<i>IBM ILOG CPLEX Optimize</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13253880.04</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13256245.01</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13256253.01</i>	Proterra Operating Company, Inc.	\$ -

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>	<b>Amount Required to Cure Default Thereunder, If Any</b>
PC Connection Sales Corp.	<i>Sales Quote # 1325627.01</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13256294.01</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 1325614.01</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13256329.01</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13256344.01</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics	<i>Product Supply Agreement dated October 15, 2020</i>	Proterra Operating Company, Inc.	\$ 4,705,319.66
Power Electronics	<i>Amendment No. 1 to Product Supply Agreement dated October 15, 2023</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR816353</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826036</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 818803</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826315</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826313</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826220</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826709</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826635</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 827270E</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 827250</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 826940E</i>	Proterra Operating Company, Inc.	\$ -

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>	<b>Amount Required to Cure Default Thereunder, If Any</b>
Power Electronics USA	<i>Purchase Order - 827048</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 816414</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 826997</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826040</i>	Proterra Operating Company, Inc.	\$ -
Ramco Electric Ltd	<i>Agreement to Purchase Chargers for Electric Vehicles</i>	Proterra Operating Company, Inc.	\$ -
Sandy, City of	<i>Agreement to Purchase Chargers for Electric Vehicles</i>	Proterra Operating Company, Inc.	\$ -
Scale Microgrids Solutions	<i>Signed Quotation for Scale Valley Transit Authority</i>	Proterra Operating Company, Inc.	\$ -
Schunk Carbon Technology, LLC	<i>Purchase Order - BUR816422</i>	Proterra Operating Company, Inc.	\$ -
Schunk Carbon Technology, LLC	<i>Purchase Order - VBUR815847</i>	Proterra Operating Company, Inc.	\$ -
SoftChoice Corporation	<i>Cloud Lifecycle Services for Google Cloud Platform</i>	Proterra Operating Company, Inc.	\$ -
Sonoma County	<i>Agreement to Purchase Chargers for Electric Buses</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958136</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958149</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958144</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958146</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958138</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958143</i>	Proterra Operating Company, Inc.	\$ -

<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>	<b>Amount Required to Cure Default Thereunder, If Any</b>
Staples Technology Solutions	<i>Quote # 958131</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958151</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958137</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958145</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958133</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958132</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958121</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958148</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958150</i>	Proterra Operating Company, Inc.	\$ -
Swiftly	<i>Swiftly GPS Playback API access – unlimited agencies</i>	Proterra Operating Company, Inc.	\$ -
Tallahassee, City of (StarMetro)	<i>P000132 - Administrative Office 1-Signed Quote</i>	Proterra Operating Company, Inc.	\$ -
Taylor Machine Works	<i>Signed Quotations 1 &amp; 2</i>	Proterra Operating Company, Inc.	\$ -
Thrive Operations, LLC	<i>Master Services Agreement, dated February 7, 2024</i>	Proterra Operating Company, Inc.	\$ -
Thrive Operations, LLC	<i>Service Order CON-045234</i>	Proterra Operating Company, Inc.	\$ -
Thrive Operations, LLC	<i>Service Order CON-045235</i>	Proterra Operating Company, Inc.	\$ -
Tompkins Consolidated Area Transit	<i>Engineer, Procure, Construct (EPC) Agreement</i>	Proterra Operating Company, Inc.	\$ -
Topeka Metropolitan Transit Authority	<i>Agreement to Purchase Chargers for Electric Vehicles</i>	Proterra Operating Company, Inc.	\$ -



<b>Counterparty Name</b>	<b>Description of Contract</b>	<b>Debtor Counterparties</b>	<b>Amount Required to Cure Default Thereunder, If Any</b>
Topeka Metropolitan Transit Authority	<i>Charging Infrastructure Agreement Phase 1</i>	Proterra Operating Company, Inc.	\$ -
Topeka Metropolitan Transit Authority	<i>Charging Infrastructure Agreement Engineer, Procure, Construction (EPC) Phase 2</i>	Proterra Operating Company, Inc.	\$ -
TriNet Financial Services	<i>TriNet Services Requisition Form</i>	Proterra Operating Company, Inc.	\$ -
Trundl Inc.	<i>MSA dated February 23, 2024</i>	Proterra Operating Company, Inc.	\$ -
Valmont Industries Inc.	<i>Purchase Order - VBUR818158</i>	Proterra Operating Company, Inc.	\$ -
Washington University dba Washington University in St. Louis	<i>Agreement to Purchase Chargers for Electric Buses</i>	Proterra Operating Company, Inc.	\$ -
WeDriveU, Inc.	<i>Agreement to Purchase Chargers For Electric Vehicles</i>	Proterra Operating Company, Inc.	\$ -
Wichita Transit	<i>Signed Quotation</i>	Proterra Operating Company, Inc.	\$ -
Zenatta Consulting	<i>Consulting Service Agreement fully executed on February 21, 2024</i>	Proterra Operating Company, Inc.	\$ -
Zoho Corp.	<i>Signed Quotation dated as of February 21, 2024</i>	Proterra Operating Company, Inc.	\$ -
Zoho Corp.	<i>Zoho One Declaration as of February 23, 2024</i>	Proterra Operating Company, Inc.	\$ -



**Exhibit B**

**Redline Comparing the Second Revised Cure Notice to the First Revised Cure Notice**

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
ABB E-Mobility Inc.	<i>Purchase Order - VBUR817966</i>	Proterra Operating Company, Inc.	\$ -
ABB Inc. (USA)	<i>ABB Proterra Mutually Agreed Upon General Terms and Conditions of Sale - Software License</i>	Proterra Operating Company, Inc.	\$ -
Albuquerque RIDE	<i>Signed Quotation</i>	Proterra Operating Company, Inc.	\$ -
Bethlehem Central School District	<i>Signed Quotation</i>	Proterra Operating Company, Inc.	\$ -
Biddeford Saco Old Orchard Beach Transit	<i>Engineer, Procure, Construct (EPC) Agreement - install battery charging equipment</i>	Proterra Operating Company, Inc.	\$ -
BlackSwift Creative, LLC	<i>Proposal dated as of February 6, 2024</i>	Proterra Operating Company, Inc.	\$ -
Bluebeam Revu Standard	<i>Quote # Q-1520621   BLUEBEAM REVU STANDARD RENEWAL MAINTENANCE (1-49 DEVICES), ANNUAL SUBSCRIPTION</i>	Proterra Operating Company, Inc.	\$ -
Buellton Union School District	<i>Proterra Quote Q-00260 - Signed</i>	Proterra Operating Company, Inc.	\$ -
Capital Metropolitan Transportation Authority	<i>Bus Electrification Phase 2 Project - 2910</i>	Proterra Operating Company, Inc.	\$ -
CFO Systems, LLC	<i>Proposal dated as of February 8, 2024</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric Inc.	<i>Purchase Order - 825223E</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric Inc.	<i>Purchase Order - 816414E</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric Inc.	<i>Purchase Order - 827154</i>	Proterra Operating Company, Inc.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
<u>Decker Electric, Inc. Capital Metropolitan Transportation Authority</u>	<u>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")</u>	<u>Proterra Operating Company, Inc.</u>	<u>\$ -</u>
Decker Electric, Inc._Topeka	<i>Charging Infrastructure Agreement - Topeka 200 NW Crane, Topeka, KS 66603 (the "Project"). - Phase I</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric, Inc._Topeka	<i>Exhibit A.1 to Charging Infrastructure Agreement - Topeka 200 NW Crane, Topeka, KS 66603 (the "Project"). - Phase I</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric, Inc._Biddeford Saco Old Orchard Beach Transit	<i>(Sub)Contractor Agreement - BSOOB</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric, Inc._Tompkins Consolidated Area Transit, Inc.	<i>(Sub)Contractor Agreement - 737 Willow Ave, Ithaca, NY 14850 - TCAT</i>	Proterra Operating Company, Inc.	\$ -
Decker Electric, Inc._WeDriveU	<i>Contractor Agreement - WeDriveU – San Jose, 1336 Old Bayshore Hwy, San Jose, CA 95112</i>	Proterra Operating Company, Inc.	\$ -
Delaware Transit Corporation	<i>Delaware Transit Corporation (DART) - P000137 - - Quote</i>	Proterra Operating Company, Inc.	\$ -
EVGateway, Inc.	<i>White Label SaaS - Reseller Agreement</i>	Proterra Operating Company, Inc.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
Figma Inc.	<i>Figma Order Form</i>	Proterra Operating Company, Inc.	\$ -
Glenn County School District	<i>Signed Quotation</i>	Proterra Operating Company, Inc.	\$ -
GoDaddy.com, LLC	<i>Receipt No. 2925503080, dated as of February 7, 2024</i>	Proterra Operating Company, Inc.	\$ -
GridFabric	<i>GridFabric Software License Agreement (W2351058-3xA1F97)</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Master Services Agreement</i>	Proterra Operating Company, Inc.	\$ 207,312.00
Innominds Software Inc	<i>Exhibit A -2021-14 Statement of Work - Proterra APEX</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Exhibit A-2022-5 Statement of Work - On-Site Data Engineering Team Augmentation</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Exhibit A-2023-2 - Statement of Work QA Support</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Change Request Form to the Exhibit A-2022-2 (Statement of Work)</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Exhibit A-2023-1 Statement of Work Staff Augmentation for Managed Charging Team</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Change Request Form to Exhibit A-2021-4 - Change #007 Addition of Scope to the Engagement under Original SOW Exhibit A-2021-4</i>	Proterra Operating Company, Inc.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
Innominds Software Inc	<i>Change Requet Form to Exhibit A-2021-14 (Statement of Work) between Innominds Software, Inc. &amp; POCI - Change #003</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Managed Charging Onshore Development</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Data Engineering Onshore Development</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Valence Onshore QA</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Managed Charging Offshore Development</i>	Proterra Operating Company, Inc.	\$ -
Innominds Software Inc	<i>Managed Charging Offshore QA</i>	Proterra Operating Company, Inc.	\$ -
Jean Martin Inc.	<i>Master Service Agreement</i>	Proterra Operating Company, Inc.	\$ 24,390.94
Jean Martin Inc.	<i>Data Engineering Offshore Development</i>	Proterra Operating Company, Inc.	\$ -
Jean Martin Inc.	<i>Change Request Form to the Exhibit A-2023-1 Statement of Work between Jean Martin Inc. &amp; POCI</i>	Proterra Operating Company, Inc.	\$ -
Keysight Technologies, Inc.	<i>End User Statement</i>	Proterra Operating Company, Inc.	\$ -
Keysight Technologies, Inc.	<i>Keysight On-Premises, Cloud (SAAS), and Services Terms and Conditions</i>	Proterra Operating Company, Inc.	\$ -
Optimized Financial Planning LLC	<i>IBM ILOG CPLEX Optimize</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13253880.04</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13256245.01</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13256253.01</i>	Proterra Operating Company, Inc.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
PC Connection Sales Corp.	<i>Sales Quote # 1325627.01</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13256294.01</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 1325614.01</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13256329.01</i>	Proterra Operating Company, Inc.	\$ -
PC Connection Sales Corp.	<i>Sales Quote # 13256344.01</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics	<i>Product Supply Agreement dated October 15, 2020</i>	Proterra Operating Company, Inc.	\$ 4,705,319.66
Power Electronics	<i>Amendment No. 1 to Product Supply Agreement dated October 15, 2023</i>	Proterra Operating Company, Inc.	\$ -
<del>Power Electronics USA</del>	<del>Purchase Order - VBUR812240</del>	<del>Proterra Operating Company, Inc.</del>	<del>\$ -</del>
Power Electronics USA	<i>Purchase Order - VBUR816353</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826036</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 818803</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826315</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826313</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826220</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826709</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - VBUR826635</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 827270E</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 827250</i>	Proterra Operating Company, Inc.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
Power Electronics USA	<i>Purchase Order - 826940E</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 827048</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 816414</i>	Proterra Operating Company, Inc.	\$ -
Power Electronics USA	<i>Purchase Order - 826997</i>	Proterra Operating Company, Inc.	\$ -
<a href="#">Power Electronics USA</a>	<a href="#">Purchase Order - VBUR826040</a>	<a href="#">Proterra Operating Company, Inc.</a>	<a href="#">\$ -</a>
Ramco Electric Ltd	<i>Agreement to Purchase Chargers for Electric Vehicles</i>	Proterra Operating Company, Inc.	\$ -
Sandy, City of	<i>Agreement to Purchase Chargers for Electric Vehicles</i>	Proterra Operating Company, Inc.	\$ -
Scale Microgrids Solutions	<i>Signed Quotation for Scale Valley Transit Authority</i>	Proterra Operating Company, Inc.	\$ -
Schunk Carbon Technology, LLC	<i>Purchase Order - BUR816422</i>	Proterra Operating Company, Inc.	\$ -
Schunk Carbon Technology, LLC	<i>Purchase Order - VBUR815847</i>	Proterra Operating Company, Inc.	\$ -
SoftChoice Corporation	<i>Cloud Lifecycle Services for Google Cloud Platform</i>	Proterra Operating Company, Inc.	\$ -
Sonoma County	<i>Agreement to Purchase Chargers for Electric Buses</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958136</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958149</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958144</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958146</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958138</i>	Proterra Operating Company, Inc.	\$ -

Counterparty Name	Description of Contract	Debtor Counterparties	Amount Required to Cure Default Thereunder, If Any
Staples Technology Solutions	<i>Quote # 958143</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958131</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958151</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958137</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958145</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958133</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958132</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958121</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958148</i>	Proterra Operating Company, Inc.	\$ -
Staples Technology Solutions	<i>Quote # 958150</i>	Proterra Operating Company, Inc.	\$ -
Swiftly	<i>Swiftly GPS Playback API access – unlimited agencies</i>	Proterra Operating Company, Inc.	\$ -
Tallahassee, City of (StarMetro)	<i>P000132 - Administrative Office 1-Signed Quote</i>	Proterra Operating Company, Inc.	\$ -
Taylor Machine Works	<i>Signed Quotations 1 &amp; 2</i>	Proterra Operating Company, Inc.	\$ -
Thrive Operations, LLC	<i>Master Services Agreement, dated February 7, 2024</i>	Proterra Operating Company, Inc.	\$ -
Thrive Operations, LLC	<i>Service Order CON-045234</i>	Proterra Operating Company, Inc.	\$ -
Thrive Operations, LLC	<i>Service Order CON-045235</i>	Proterra Operating Company, Inc.	\$ -
Tompkins Consolidated Area Transit	<i>Engineer, Procure, Construct (EPC) Agreement</i>	Proterra Operating Company, Inc.	\$ -



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