IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
PROTERRA INC, *et al.*,[1]	Case No. 23-11120 (BLS)
Debtors.	(Jointly Administered)
	Ref. Docket No. 1090, 1121 & 1133

CERTIFICATION OF COUNSEL REGARDING DEBTORS' THIRTY-FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS, AND (II) GRANTING RELATED RELIEF

On February 20, 2024, the above-captioned debtors and debtors in possession (together, the "Debtors") filed the *Debtors' Thirty-First Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Reject Certain Executory Contracts, (II) Granting Related Relief* [D.I. 1090] (the "Motion"). A schedule of contracts subject to rejection (the "Schedule") was appended to the proposed form of order (the "Proposed Order") as Exhibit 1. The deadline to object to the relief requested in the Motion was February 27, 2024 at 4:00 p.m. (ET) (the "Objection Deadline").

Subsequent to filing the Motion, the Debtors revised the Schedule (the "Revised Schedule") to remove certain contracts (the "Removed Contracts"), some of which were already rejected by previous orders of the Court, at the request of a contract counterparty[2] and others in

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, SC 29652.

2 The Debtors removed Regional Transportation Commission of Washoe County's contracts (the "RTC Contracts") from the Proposed Order. The RTC Contracts were rejected pursuant to that certain *Eighteenth Omnibus Order (I) Authorizing the Debtors to Reject Certain Executory Contracts, and (II) Granting Related Relief* [Docket No. 1031] and that certain *Nineteenth Omnibus Order (I) Authorizing the Debtors to Reject Certain Executory Contracts, and (II) Granting Related Relief* [Docket No. 1032].

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response to *Miami-Dade County's Limited Objection to Rejection of its Executory Contracts by the Debtors' Thirty-First Omnibus Motion to Reject* [Docket No. 1121]. The Motion, solely with respect to the Removed Contracts, is withdrawn. Additionally, in response to *Philadelphia Indemnity Insurance Company's Corrected Limited Objection and Reservation of Rights to the Debtors' Thirty-First Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Reject Certain Executory Contracts, and (II) Granting Related Relief* [Docket No. 1133] (the "Philadelphia Objection"), the Debtors and Philadelphia Indemnity Insurance Company have agreed to a revised form of order (the "Revised Proposed Order"), attached hereto as **Exhibit A**,[3] which resolves the Philadelphia Objection. For the convenience of the Court and all parties in interest, a blackline comparing the Revised Proposed Order against the Proposed Order is attached hereto as **Exhibit B**.[4]

No other formal or informal objections or responses to the Motion were received prior to the Objection Deadline other than that described herein and Regional Transportation of Washoe County, Miami-Dade County, and Philadelphia Indemnity Insurance Company do not object to the entry of the Revised Proposed Order. Accordingly, the Debtors respectfully request that the Court enter the Revised Proposed Order, approving rejection of the contracts listed on the Revised Schedule, at its earliest convenience without further notice or a hearing.

[3] The Revised Schedule is attached to the Revised Proposed Order as Exhibit 1.

[4] A redline of the Revised Schedule marked against the Schedule is also appended to the blackline as Exhibit 1.

Dated: March 5, 2024
Wilmington, Delaware

Respectfully submitted,

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Counsel to the Debtors and Debtors in Possession

EXHIBIT B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
PROTERRA INC, *et al.*,[1]	)	Case No. 23-11120 (BLS)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 1090**

THIRTY-FIRST OMNIBUS ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion") of the Debtors[2] for entry of an order (this "Order"), pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, (i) authorizing the Debtors to reject (a) the Delayed Transit Contracts set forth on **Exhibit 1-A** to this Order, effective as of March 5, 2024 (the "Delayed Rejection Effective Date"),[3] and (b) the Other Transit Contracts set forth on **Exhibit 1-B** to this Order, effective as of February 20, 2024 (the "Other Rejection Effective Date") and (ii) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that

[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 (1379); 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 Motion.

[3] In the event a Delayed Transit Contract is assigned to Phoenix prior to the Delayed Rejection Effective Date, such contract will not be rejected by the Debtors pursuant to this Order.

the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.

2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Transit Contracts are hereby rejected by the Debtors, with such rejection being effective as of (a) the Delayed Rejection Effective Date, with regard to the Delayed Transit Contracts, in the event such Delayed Transit Contract is not assumed and assigned to Phoenix prior to the date thereof, and (b) the Other Rejection Effective Date, with regard to the Other Transit Contracts.

3. Nothing herein shall prejudice any party's rights to assert that any of the Transit Contracts is not, in fact, executory within the meaning of section 365 of the Bankruptcy Code.

4. Pursuant to this Court's *Order Establishing Bar Dates for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 187], any person that holds a claim that arises from the Transit Contracts must file a proof of claim based on the rejection of the applicable Transit Contract within thirty (30) days following the entry of this Order.

5. For the avoidance of doubt, nothing in this Order shall alter, modify, or limit any of the terms or provisions of paragraphs 144-145 of the Confirmation Order.

6. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (ii) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (iii) a promise or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (v) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (vi) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (vii) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

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

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

9. The requirements of Bankruptcy Rule 6006 are satisfied.

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

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

Exhibit 1-A

Delayed Transit Contracts

	Debtor Party[1]	Counterparty	Contract Description
1.	Proterra Operating Company, Inc.	British Columbia Transit	Master Contract
2.	Proterra Operating Company, Inc.	British Columbia Transit	Annex 2 (20.092)
3.	Proterra Operating Company, Inc.	British Columbia Transit	Annex 1 by Transit contract no 20.092 (20.092)
4.	Proterra Operating Company, Inc.	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
5.	Proterra Operating Company, Inc.	British Columbia Transit	Change Order Number 20.092A-CO-1 - Priced Customer Option Tracker costs for the first 10 BEB Buses
6.	Proterra Operating Company, Inc.	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
7.	Proterra Operating Company, Inc.	British Columbia Transit	Change Order (CO-3)
8.	Proterra Operating Company, Inc.	British Columbia Transit	Change Order (CO-4)
9.	Proterra Operating Company, Inc.	British Columbia Transit	Change Order (CO-5)
10.	Proterra Operating Company, Inc.	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
11.	Proterra Operating Company, Inc.	British Columbia Transit	Mutual Rescission and Release Agreement - Schedule 2 - Statement of Work 20.092-B
12.	Proterra Operating Company, Inc.	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

[1] For the avoidance of doubt, the rejection of any contract listed on this Exhibit 1-A, effective as of the Delayed Rejection Effective Date, shall only occur if the contract is not previously assigned to Phoenix prior to the date thereof.

	Debtor Party[1]	Counterparty	Contract Description
13.	Proterra Operating Company, Inc.	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.
14.	Proterra Operating Company, Inc.	British Columbia Transit	General Service Agreement
15.	Proterra Operating Company, Inc.	British Columbia Transit	Change Order No . 01
16.	Proterra Operating Company, Inc.	British Columbia Transit	Change Order No. 02 - Opportunity Definition
17.	Proterra Operating Company, Inc.	British Columbia Transit	Change Order No. 03 - Rumble Strips, Contaminated Soils Credits, Backup Generator System, Arc Flash Study, Asphalt patch at PMT location
18.	Proterra Operating Company, Inc.	British Columbia Transit	General Services Agreement Control No. 23.118 Kamloops Design Agreement - Kamloops – Project C1747
19.	Proterra Operating Company, Inc.	Chicago Transit Authority	Contract for Design, Build, Manufacture and Delivery of Buses and Charging Systems - Up to (45) Low Floor 40' Buses (13) En-Route Charging Stations
20.	Proterra Operating Company, Inc.	Chicago Transit Authority	Change Order CO-2022-01 - Bulletin 31
21.	Proterra Operating Company, Inc.	Chicago Transit Authority	Contract Change Order No. 01 - Description of Changes 1-9
22.	Proterra Operating Company, Inc.	Chicago Transit Authority	Contract Change Order No. 02 - ComEd Electrical Utility Scope Coordination, Chicago/Austin Curb & Pavement Restoration etc.
23.	Proterra Operating Company, Inc.	Chicago Transit Authority	Contract Change Order No. 03
24.	Proterra Operating Company, Inc.	Chicago Transit Authority	Contract Change Order No. 04
25.	Proterra Operating Company, Inc.	Chicago Transit Authority	Contract Change Order No. 05
26.	Proterra Operating Company, Inc.	Chicago Transit Authority	Contract Change Order No. 06
27.	Proterra Operating Company, Inc.	Chicago Transit Authority	Letter re Pilot Buses Conditional Acceptance (C17FT101878289)

	Debtor Party[1]	Counterparty	Contract Description
28.	Proterra Operating Company, Inc.	Chicago Transit Authority	Letter re Proterra Pilot Buses Conditional Acceptance (C17FT101878289)
29.	Proterra Operating Company, Inc.	Chicago Transit Authority	Allowance Expenditure Authorization (C17FT101878289)
30.	Proterra Operating Company, Inc.	Chicago Transit Authority	Proceed Order No: 006
31.	Proterra Operating Company, Inc.	Chicago Transit Authority	Proceed Order No: 021
32.	Proterra Operating Company, Inc.	Chicago Transit Authority	Proceed Order No: 005 (Contract No. C17FT101878289)
33.	Proterra Operating Company, Inc.	Chicago Transit Authority	Proceed Order No: 014 (Contract No. C17FT101878289)
34.	Proterra Operating Company, Inc.	Chicago Transit Authority	Proceed Order No: 003 (Contract No. C17FT101878289)
35.	Proterra Operating Company, Inc.	Chicago Transit Authority	Proceed Order No: 002 (Contract No. C17FT101878289)
36.	Proterra Operating Company, Inc.	Chicago Transit Authority	Cover Letter Package 1: RFP No. C17FT101878289 (RFP NO. C17FT101878289)
37.	Proterra Operating Company, Inc.	Chicago Transit Authority	C17FT101878289 Change Order No. 5 – 50 kW Helix Mobile Charger
38.	Proterra Operating Company, Inc.	Chicago Transit Authority	Contract Change Order (Contract No. C17FT101878289)
39.	Proterra Operating Company, Inc.	Chicago Transit Authority	Proceed Order No: 015 (Contract No. C17FT101878289)
40.	Proterra Operating Company, Inc.	Chicago Transit Authority	Contract for Electric Bus En-Route Rapid Charger Stations (No. 1)
41.	Proterra Operating Company, Inc.	Chicago Transit Authority	Letter re: Contract No. C17FT101878289 - Chicago/Austin Site Utility (Contract No. C17FT101878289)
42.	Proterra Operating Company, Inc.	Chicago Transit Authority_Documoto - Content Publishing (on Behalf of Chicago Transit Authority)	Statement of Work - Proterra Content Publishing (on behalf of Chicago Transit Authority)
43.	Proterra Operating Company, Inc.	Chicago Transit Authority_Documoto - Content Publishing (on Behalf of Chicago Transit Authority)	Statement of Work - Proterra Content Publishing (on behalf of Chicago Transit Authority)
44.	Proterra Operating Company, Inc.	Chicago Transit Authority_M.A. Mortenson Company	Agreement for Design-Build Services

	Debtor Party[1]	Counterparty	Contract Description
45.	Proterra Operating Company, Inc.	Chicago Transit Authority_M.A. Mortenson Company	Contract Change Order No. 011
46.	Proterra Operating Company, Inc.	Metropolitan Washington Airports Authority	Solicitation Offer and Award; Proposal Deviations - Commercial
47.	Proterra Operating Company, Inc.	Metropolitan Washington Airports Authority	Contract Award No. PO-22-10672 entitled Battery Electric Transit Buses
48.	Proterra Operating Company, Inc.	Metropolitan Washington Airports Authority	Purchase Order (Purchase Order No. PO-22-10672)
49.	Proterra Operating Company, Inc.	Sonoma, County of	Purchase Agreement for Ten (10) - 40' Low-Floor, Electric Transit Coaches and Related Charging Equipment (BP-32)

Exhibit 1-B

Other Transit Contracts

	Debtor Party	Counterparty	Contract Description
50.	Proterra Operating Company, Inc.	ECO, Inc.	Consulting Agreement

EXHIBIT B

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
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In re:	)	Chapter 11
PROTERRA INC, *et al.*,[1]	)	Case No. 23-11120 (BLS)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. —1090**

THIRTY-FIRST OMNIBUS ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion") of the Debtors[2] for entry of an order (this "Order"), pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, (i) authorizing the Debtors to reject (a) the Delayed Transit Contracts set forth on **Exhibit 1-A** to this Order, effective as of March 5, 2024 (the "Delayed Rejection Effective Date"),[3] and (b) the Other Transit Contracts set forth on **Exhibit 1-B** to this Order, effective as of February 20, 2024 (the "Other Rejection Effective Date") and (ii) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and

[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 (1379); 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 Motion.

[3] In the event a Delayed Transit Contract is assigned to Phoenix prior to the Delayed Rejection Effective Date, such contract will not be rejected by the Debtors pursuant to this Order.

this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.

2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Transit Contracts are hereby rejected by the Debtors, with such rejection being effective as of (a) the Delayed Rejection Effective Date, with regard to the Delayed Transit Contracts, in the event such Delayed Transit Contract is not assumed and assigned to Phoenix prior to the date thereof, and (b) the Other Rejection Effective Date, with regard to the Other Transit Contracts.

3. Nothing herein shall prejudice any party's rights to assert that any of the Transit Contracts is not, in fact, executory within the meaning of section 365 of the Bankruptcy Code.

4. Pursuant to this Court's *Order Establishing Bar Dates for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 187], any person that holds a claim that arises from the Transit Contracts must file a proof of claim based on the rejection of the applicable Transit Contract within thirty (30) days following the entry of this Order.

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5. For the avoidance of doubt, nothing in this Order shall alter, modify, or limit any of the terms or provisions of paragraphs 144-145 of the Confirmation Order.

6. ~~5.~~ Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (ii) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (iii) a promise or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (v) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (vi) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (vii) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

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

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

9. ~~8.~~ The requirements of Bankruptcy Rule 6006 are satisfied.

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

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

Exhibit 1-A

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[1] For the avoidance of doubt, the rejection of any contract listed on this Exhibit 1-A, effective as of the Delayed Rejection Effective Date, shall only occur if the contract is not previously assigned to Phoenix prior to the date thereof.

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27.	Proterra Operating Company, Inc.	Chicago Transit Authority	Letter re Pilot Buses Conditional Acceptance (C17FT101878289)

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32.	Proterra Operating Company, Inc.	Chicago Transit Authority	Proceed Order No: 005 (Contract No. C17FT101878289)
33.	Proterra Operating Company, Inc.	Chicago Transit Authority	Proceed Order No: 014 (Contract No. C17FT101878289)
34.	Proterra Operating Company, Inc.	Chicago Transit Authority	Proceed Order No: 003 (Contract No. C17FT101878289)
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46.	Proterra Operating Company, Inc.	Metropolitan Washington Airports Authority	Solicitation Offer and Award; Proposal Deviations - Commercial
47.	Proterra Operating Company, Inc.	Metropolitan Washington Airports Authority	Contract Award No. PO-22-10672 entitled Battery Electric Transit Buses
48.	Proterra Operating Company, Inc.	Metropolitan Washington Airports Authority	Purchase Order (Purchase Order No. PO-22-10672)
~~49.~~	~~Proterra Operating Company, Inc.~~	~~Miami-Dade County Transportation & Public Works~~	~~Letter re: Notice to Proceed Contract # RFP-00456~~
~~50.~~	~~Proterra Operating Company, Inc.~~	~~Miami-Dade County Transportation & Public Works~~	~~Letter re: Notice to Proceed Contract No. RFP-00456 (RFP-00456)~~
~~51.~~	~~Proterra Operating Company, Inc.~~	~~Miami-Dade County Transportation & Public Works~~	~~Notice to Proceed~~
~~52.~~	~~Proterra Operating Company, Inc.~~	~~Miami-Dade Transit (Miami Pilot)~~	~~Battery-Electric Transit Buses & Charging System Contract No RFP-00456~~
~~53.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Transit Vehicle Purchase Agreement~~
~~54.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Contract Amendment~~
~~55.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Second Contract Amendment~~
~~56.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Contract Amendment~~
~~57.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Amendment No 4 to Transit Vehicle Purchase Agreement~~
~~58.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Electric Vehicle Purchase Agreement between Regional Transportation Commission of Washoe County~~
~~59.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Electric Vehicle Purchase Agreement~~
~~60.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Agreement to Purchase and Install Chargers for Electric Vehicles (Phase 2)~~
~~61.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Electric Vehicle Purchase Agreement (2) Vehicles and (2) Shop Chargers - Electric Vehicle Purchase Agreement between Regional Transportation Commission of Washoe County ad Proterra Inc.~~

	Debtor Party[1]	Counterparty	Contract Description
~~62.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Contract Amendment – Milestones & Critical Path~~
~~63.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Amendment No. 2 to Transit Vehicle Purchase Agreement Between Regional Transportation Commission of Washoe County and Proterra Inc. – Installation of new Proterra 125kW PCS charging equipment and related infrastructure; Appendix K, Appendix I~~
~~64.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Contract Amendment 3~~
~~65.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Agreement for Goods and Services – Overhead Fast Charger~~
~~66.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Release Title Agreement~~
~~67.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Electric Vehicle Purchase Agreement~~
~~68.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Terms and Conditions – Applying to Subcontractors~~
~~69.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County~~	~~Contract Amendment~~
~~70.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County_Overland Contracting Inc~~	~~Amendment No 1 to Electric Vehicle Purchase Agreement – Contract Milestones and Critical Path Schedule~~
~~71.~~	~~Proterra Operating Company, Inc.~~	~~Regional Transportation Commission of Washoe County_Overland Contracting Inc~~	~~Amendment No 2 to Electric Vehicle Purchase Agreement – Contract Milestones and Critical Path Schedule~~
49. ~~72.~~	Proterra Operating Company, Inc.	Sonoma, County of	Purchase Agreement for Ten (10) - 40' Low-Floor, Electric Transit Coaches and Related Charging Equipment (BP-32)

Exhibit 1-B

Other Transit Contracts

	Debtor Party	Counterparty	Contract Description
50. ~~73~~ .	Proterra Operating Company, Inc.	ECO, Inc.	Consulting Agreement