

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

<p>In re:</p> <p>Prodigy Investments Holdings, Inc.,¹</p> <p style="text-align: center;">Reorganized Debtor</p>	<p>Chapter 11</p> <p>Case No. 23-11120 (BLS)</p>
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REQUEST BY PALANTIR TECHNOLOGIES INC. FOR PAYMENT OF SERVICES AS EXPENSES OF ADMINISTRATION PURSUANT TO 11 U.S.C. § 503(b)

Palantir Technologies Inc. (“Claimant”), by its undersigned counsel, hereby requests payment of its expense of administration in the amount of \$59,000.00 (the “Administrative Expense”), and respectfully states as follows:

1. Claimant provides software platforms that are used throughout the public, private, and non-profit sectors to help organizations quickly implement solutions to a variety of problems, including a fully managed SaaS platform that spans from cloud hosting and data integration to flexible analytics, visualization, model-building, operational decision-making, and decision capture.

2. As of the Petition Date, Proterra Operating Company, Inc., now known as Prodigy Investments Holdings, Inc. (“Debtor”),² and Claimant were parties to an agreement, effective June 26, 2023 (the “Agreement”),³ under which Debtor agreed to pay Claimant the total amount of

¹ The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is: Prodigy Investments Holdings, Inc. (9565). The location of the Reorganized Debtor’s service address is: 3350 Virginia St., 2nd Floor, Miami, FL 33133.

² See Dkt. 1233, Order and Final Decree (I) Amending Case Caption to Reflect Debtors’ Name Change, (II) Closing Proterra Operating Company, Inc.’s Chapter 11 Case, and (III) Granting Related Relief.

³ The Agreement contains confidential commercial information and, as such, is not appended to this Request; however, Claimant will make a copy of the Agreement available to the Debtor and other estate representatives, subject to execution of a mutually acceptable confidentiality agreement. If a hearing is required to resolve this Request, Claimant shall move to file a copy of the Agreement under seal.



\$1,113,000.00 for certain software related services for the period from June 26, 2023 to June 25, 2024.

3. On August 7, 2023 (the “Petition Date”), Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware.

4. Following the Petition Date until December 21, 2023, and pursuant to the Agreement, Claimant continued to provide and the Debtor received and benefitted from such services post-petition (the “Post-Petition Services”) by, among other things, preserving data and other information on Claimant’s platforms as well as using Claimant’s platforms to run computations for the benefit of the Debtor, the bankruptcy estate, and its creditors while Debtor decided whether to assume or reject the Agreement.

5. The Agreement included a termination provision, under which Debtor could terminate the Agreement by providing written notice to Claimant no later than December 31, 2023. In the event of such termination, the Agreement provided that Debtor would only be responsible for payment of \$350,000.00 under the Agreement. On December 21, 2023, Debtor notified Claimant of its intent to terminate the Agreement for convenience (the “Notice”).

6. Accordingly, the total amount Debtor owed under the Agreement was \$371,000.00, including tax. Prior to the Petition Date, Debtor paid \$312,000.00 under the Agreement. Thus, the amount remaining owed by Debtor for the Post-Petition Services, or the Administrative Expense, is \$59,000.00 which amount is less than the amount that would have been charged based on Debtor’s actual usage of the Claimant’s platform during the post-petition period. An invoice comprising the expense of administration is attached hereto as **Exhibit A**.

7. The Post-Petition Services were provided to the Debtor in the ordinary course of business. Despite receiving the Post-Petition Services for the benefit of the Debtor's estate, Debtor has not paid for such Post-Petition Services.

8. Because Claimant provided the Post-Petition Services to the Debtor after the Petition Date, and because such services benefitted the Debtor's estate, Claimant is entitled to an expense of administration pursuant to section 503(b) of the Bankruptcy Code in the contract amount the Debtor is obligated to pay, or \$59,000.00.

9. Claimant reserves all rights, including the right to amend the amount of the Administrative Expense and to request additional amounts owing.

Dated: April 8, 2024

Respectfully submitted,

MORRIS, MANNING & MARTIN, LLP

THE ROSNER LAW GROUP LLC

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*Lead Counsel for Creditor;
Palantir Technologies Inc.*

*Local Counsel for Creditor;
Palantir Technologies Inc.*

*** All notices or queries should be directed to Lead Counsel.**

EXHIBIT A



Invoice

Palantir Technologies Inc.
 1200 17th Street
 Floor 15
 Denver CO 80202
 United States

EIN#: 68-0551851

DUNS#: 362-130-952

Invoice	→	INVN040424
Date	→	04-APR-24
Due Date	→	04-APR-24
Terms	→	Upon Receipt
Amount Due	→	\$59,000.00
Currency	→	USD
P.O.#	→	

BILL TO

SHIP TO

Proterra
 1 Whitlee Court
 Greenville, South Carolina 29607
 United States

Proterra
 1 Whitlee Court
 Greenville, South Carolina 29607
 United States

QTY	DESCRIPTION	BILLING PERIOD	PRE TAX AMOUNT
1	Palantir Platform – Foundry Cloud Subscription (including Support Services and Updates) & Pilot Implementation Services for the Order Term based on Termination for Convenience.	--	\$59,000.00
PRE TAX TOTAL			
TOTAL → \$59,000.00			\$59,000.00

PAYMENT METHOD

ACCOUNT DETAILS

Wire/ACH

Bank Name: JPMorgan Chase Bank, N.A.
 Account Name: Palantir Technologies Inc
 ABA/Routing Number: 021000021
 Account Number: 553716718
 Swift Code: CHASUS33

Check Lockbox

Palantir Technologies Inc.
 PO Box 885082
 Los Angeles, CA 90088-5082

FOR QUESTIONS PLEASE CONTACT

EMAIL

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 Phone: +1 650 252-0276