IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Prodigy Investment Holdings, Inc.,[1]	Case No. 23-11120 (BLS)
Reorganized Debtor.	Jointly Administered

STIPULATION AND SETTLEMENT AGREEMENT BY AND BETWEEN THE PTRA DISTRIBUTION TRUST AND VAN HOOL NV (IN BANKRUPTCY) RESOLVING CLAIM NOS. 1102 AND 1118 FILED BY VAN HOOL NV

This stipulation and settlement agreement (the "Settlement Agreement") is being entered into by and among Steven Balasiano, in his capacity as the distribution trustee (the "Distribution Trustee") of the PTRA Distribution Trust (the "Distribution Trust") established in the above-captioned chapter 11 case (the "Chapter 11 Case") of the reorganized debtor ("Prodigy" or the "Reorganized Debtor"),[2] and Van Hool NV (in bankruptcy)[3] acting through its Bankruptcy Trustees (defined herein) ("Van Hool"), and Kris Van Den Berghen, Jeroen Pinoy, Elke Van Weerdt, and Philippe Van Der Heyden, solely in their capacities as the bankruptcy trustees of Van Hool (collectively, the "Bankruptcy Trustees") (Van Hool, the Bankruptcy Trustees, and together

[1] The Reorganized Debtor (defined herein) in this Chapter 11 Case (defined herein), 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] For the avoidance of doubt, references to the Debtors (defined herein) and the "Chapters 11 Cases" pertain to the time period before the entry of the *Order (I) Amending Case Caption to Reflect Change of Debtors' Names, (II) Closing Proterra Operating Company, Inc's Chapter 11 Case; and (III) Granting Related Relief* [D.I. 1233] (the "Case Closing Order"), while references to the Reorganized Debtor and the Chapter 11 Case pertain to the period after the Effective Date (defined herein) and entry of the Case Closing Order (defined herein), as applicable.

[3] For the avoidance of doubt, the designation "(in bankruptcy)" following Van Hool (defined herein) refers to the company's status after the declaration of bankruptcy by Belgium's Enterprise Court of Antwerp, division Mechelen, on April 8, 2024 (the "Van Hool Bankruptcy Proceeding").

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with the Distribution Trustee, the "Parties," and each a "Party"), by their undersigned counsel. The Parties hereby stipulate and agree as follows:

RECITALS

WHEREAS, on August 7, 2023 (the "Petition Date"), Proterra Inc ("Proterra Inc") and its affiliate, Proterra Operating Company, Inc. ("Proterra OpCo" and together with Proterra Inc, the "Debtors") filed voluntary petitions for relief in the United States Bankruptcy Court for the District of Delaware (the "Court"), commencing the chapter 11 cases (the "Chapter 11 Cases");

WHEREAS, prior to the Petition Date, Proterra OpCo and Van Hool entered into that certain (a) Product Supply Agreement dated as of June 22, 2018, as amended on September 27, 2019, December 22, 2020, and July 1, 2022 (as amended, the "Osprey Product Supply Agreement"), and (b) Product Supply Agreement – Exqui.City dated as of May 15, 2020 (the "Exqui.City Product Supply Agreement," and together with the Osprey Product Supply Agreement and all other contracts between the Debtors and Van Hool, the "Contracts");

WHEREAS, on November 13, 2023, Van Hool filed proof of claim number 1102 ("Claim No. 1102") against Proterra Inc in the Chapter 11 Cases and proof of claim number 1118 ("Claim No. 1118," and together with Claim No. 1102, the "Van Hool Claims") against Proterra OpCo in the Chapter 11 Cases, each asserting general unsecured claims for contingent and unliquidated damages on account of alleged quality and delivery issues with products purchased by Van Hool from the Debtors;

WHEREAS, on February 8, 2024, the Debtors filed the Complaint and Objection to Claims [Adv. D.I. 1] (the "Complaint") in the adversary proceeding styled *Proterra Inc and Proterra Operating Company, Inc. v. Van Hool, N.V.*, Adv. Pro. No. 24-50014 (BLS) (the "Adversary Proceeding"), asserting affirmative claims against Van Hool for breach of contract and,

alternatively, unjust enrichment, and objecting to the Van Hool Claims, seeking damages of more than $10.6 million plus pre- and post-judgment interest (collectively, the "Proterra Claims");

WHEREAS, on March 6, 2024, the Court entered the *Thirtieth Omnibus Order (I) Authorizing the Debtors to Reject Certain Executory Contracts and (II) Granting Related Relief* [D.I. 1182] (the "Thirtieth Omnibus Order"), which effectuated the rejection of certain of the Contracts;

WHEREAS, on March 6, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Fifth Amended Joint Chapter 11 Plan of Reorganization of Proterra Inc and its Debtor Affiliate* [D.I. 1180] (the "Confirmation Order"), confirming the *Fifth Amended Joint Chapter 11 Plan of Reorganization for Proterra Inc and its Debtor Affiliate* [D.I. 1154] (the "Plan") and approving all supplements thereto, including the Distribution Trust Agreement (the "DTA");

WHEREAS, on March 13, 2024, the Plan went effective (the "Effective Date") [D.I. 1208], the Distribution Trust was established, and Steven Balasiano was appointed as the Distribution Trustee (as defined in the Plan) of the Distribution Trust (as defined in the Plan);

WHEREAS, on March 14, 2024, the Court entered an order [Adv. D.I. 5] approving the *Stipulation Regarding (I) Service of Complaint and Objection to Claims, (II) Extending Defendant's Deadline to Answer Complaint, and (III) Consolidation of Defendant's Claims in the Adversary Proceeding*;

WHEREAS, on April 8, 2024, Van Hool was declared bankrupt by the Enterprise Court of Antwerp, division Mechelen, and the Bankruptcy Trustees were appointed in the Van Hool Bankruptcy Proceeding;

WHEREAS, pursuant to the Plan, Confirmation Order and DTA, the Distribution Trustee is authorized to object to, compromise, and settle all Disputed Claims (as defined in the Plan), including the Van Hool Claims, as well as sue and participate, as a party or otherwise, in any judicial administrative, arbitrative or other proceeding, as required to reconcile, administer, or defend against the Disputed Claims. *See* Plan, Arts. IV.D.7, IV.8.H.;

WHEREAS, pursuant to Articles IV.D.6, IV.D.8.c, and VII.A of the Plan, the Distribution Trustee, on behalf of the Distribution Trust, is deemed the Estates' (as defined in the Plan) representative in accordance with section 1123(b)(3) of the Bankruptcy Code for the purpose of implementing the Plan, and in the event that any objection to a Claim filed by the Debtors remains pending as of the Effective Date, the Distribution Trustee shall be deemed substituted for the Debtors as the objecting party, with all rights, powers, and authority to commence or continue all proceedings, including any Retained Causes of Action transferred to the Distribution Trust, that may be, or could have been, commenced or continued by the Debtors, with like effect as if authorized, exercised, and taken by the Debtors, including, without limitation, to prosecute, settle, dismiss, or otherwise resolve the claims and objections asserted in the Adversary Proceeding;

WHEREAS, the Distribution Trustee and Van Hool, through the Bankruptcy Trustees, engaged in arm's-length negotiations regarding the Van Hool Claims, the Proterra Claims, and the Adversary Proceeding, and have agreed that the Van Hool Claims and the Proterra Claims, along with any other claims Van Hool or the Debtors may hold against each other, including in the Adversary Proceeding, both in the United States, and abroad (including in Belgium), from the beginning of time to the end of time in connection with Van Hool's and the Debtors' business relationship prior to the Settlement Effective Date (as defined herein), shall be disallowed, expunged, and released, and that all future claims arising out of or related to the Contracts, the

Parties' business relationship, the Chapter 11 Cases, the Van Hool Bankruptcy Proceeding, the Adversary Proceeding, including, but not limited to, the Van Hool Claims and the Proterra Claims, are also hereby released, as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, subject to the approval of the Court, the Parties stipulate and agree as follows:

1. Effective Date. This Agreement shall become effective on the Settlement Effective Date. As used herein, the term "Settlement Effective Date" means the first business day upon which (i) this Agreement has been fully executed by the Parties hereto (the "Execution Date"); and (ii) a Waiver and Withdrawal of Proof of Claim has been executed by the Distribution Trustee and filed in the Van Hool Bankruptcy Proceeding.

2. All proofs of claim asserted or filed by Van Hool, scheduled on behalf of Van Hool, or that could have been asserted by, through, or on behalf of Van Hool (whether by the Bankruptcy Trustees or otherwise), against the Debtors, the Estates, or the Distribution Trust, including without limitation the Van Hool Claims, are hereby disallowed and expunged in their entirety and without any other action by the Parties. The Debtors' claims and noticing agent, Verita Global, LLC, shall be authorized to expunge the Van Hool Claims from the Debtors' claims register, without any further action by the Distribution Trust or Distribution Trustee. Neither Van Hool nor the Bankruptcy Trustees shall file any further claims (general unsecured, administrative, priority, etc.) against any of the Debtors, the Debtors' estates, or the Distribution Trust and shall not be entitled to a distribution from any of the Debtors, the Estates, or the Distribution Trust.

3. All claims asserted or filed by the Debtors, scheduled on behalf of the Debtors, or that could have been asserted by, through, or on behalf of the Debtors, against Van Hool or Van Hool's estate, including without limitation the Proterra Claims asserted in the Adversary Proceeding, are hereby disallowed and expunged. The Debtors shall file no further claims (general unsecured, administrative, priority, etc.) against Van Hool or Van Hool's estate in the Van Hool Bankruptcy Proceeding and shall not be entitled to a distribution from Van Hool or Van Hool's estate.

4. Dismissal of the Adversary Proceeding. Within five (5) business days of the Settlement Effective Date, the Parties shall file a stipulation of dismissal with prejudice of the Adversary Proceeding, including the Complaint and all claims, counterclaims, objections, and causes of action asserted therein (including, without limitation, the Proterra Claims for breach of contract, unjust enrichment, declaratory judgment regarding setoff, and the objection to the Van Hool Claims set forth in Counts One through Four of the Complaint), pursuant to Federal Rule of Bankruptcy Procedure 7041 and Federal Rule of Civil Procedure 41(a)(1)(A)(ii), with each Party to bear its own costs, expenses, and attorneys' fees. Upon the filing of such stipulation of dismissal, the Adversary Proceeding shall be deemed fully and finally resolved.

5. Mutual Release of Claims. In consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

(a) The Distribution Trustee's Release. Upon occurrence of the Settlement Effective Date, the Distribution Trustee, solely in his capacity as Distribution Trustee, and not in any individual or other capacity, and all parties claiming by, through, or under the Distribution Trustee, the Distribution Trust, the Debtors, the

Estates, all of the Distribution Trustee's and/or the Debtors' successors and affiliates, and the agents, employees, representatives, officers, advisory board members, attorneys and other professionals, experts, shareholders, directors, parents, subsidiaries, affiliates, successors, assigns, trustees and predecessors in interest of each of the foregoing (collectively, the "Trustee Entities") hereby waive, release, acquit, and forever discharge Van Hool, the Bankruptcy Trustees, and their respective agents, employees, representatives, officers, advisory board members, attorneys and other professionals, experts, shareholders, directors, parents, subsidiaries, affiliates, successors, assigns, trustees, predecessors in interest of each of the foregoing (collectively, the "Van Hool Entities") from any and all claims, counterclaims, rights, demands, obligations, causes of action, actions, costs, damages, losses, liabilities, and attorneys' fees, arising under any federal, state, local, or foreign statute, regulation, ordinance, or common law (including, but not limited to, claims that could be asserted pursuant to §§ 362, 363, 542, 544, 547, 548, 549, and 550 of the Bankruptcy Code), whether asserted or unasserted, known or unknown, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, actually or potentially existing, which the Trustee Entities may have against any or all of the Van Hool Entities from the beginning of time to the end of time arising out of or related to the Contracts, the Parties' business relationship, the Chapter 11 Cases, the Van Hool Bankruptcy Proceeding, the Adversary Proceeding, the Proterra Claims, and the Van Hool Claims; *provided, however*, that the release set forth in this paragraph shall not apply to the obligations expressly contained in this Settlement Agreement.

(b) Van Hool's Release. Upon occurrence of the Settlement Effective Date, the Van Hool Entities waive, release, acquit, and forever discharge each of the Trustee Entities from any and all claims, counterclaims, rights, demands, obligations, causes of action, actions, costs, damages, losses, liabilities, and attorneys' fees, arising under any federal, state, local or foreign statute, regulation, ordinance, or common law, whether asserted or unasserted, known or unknown, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, actually or potentially existing, which the Van Hool Entities may have against any or all of the Trustee Entities from the beginning of time to the end of time arising out of or related to the Contracts, the Parties' business relationship, the Chapter 11 Cases, the Van Hool Bankruptcy Proceeding, the Adversary Proceeding, the Proterra Claims, and the Van Hool Claims; *provided, however*, that the release set forth in this paragraph shall not apply to the obligations expressly contained in this Settlement Agreement.

6. Section 1542 Release. With respect to the matters released herein, the Van Hool Entities and the Trustee Entities expressly waive any and all rights under section 1542 of the Civil Code of the State of California, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

7. Covenants Not to Sue. The Distribution Trustee, on behalf of the Distribution Trust and the other Trustee Entities, jointly and severally covenants and agrees not to commence or prosecute any action, arbitration, or proceeding against the Van Hool Entities arising out of or relating to the matters released hereby. Van Hool, on behalf of itself and the other Van Hool

Entities jointly and severally covenants and agrees not to (and agrees to take all reasonable steps to ensure that the Van Hool Entities will not) commence or prosecute any action or proceeding against the Trustee Entities arising out of or relating to the matters released hereby.

8. No Admission of Liability. This Settlement Agreement shall not be construed as an admission by any Party of any liability, fault, or wrongdoing whatsoever, nor shall it be construed as an admission of the validity of any claim or defense asserted by any Party.

9. Additional Representations and Warranties by the Parties.

a. The Distribution Trustee's Released Claims. From the earlier to occur of the Execution Date or the Settlement Effective Date, the Distribution Trustee, on behalf of the Distribution Trust and the other Trustee Entities, represents and warrants to Van Hool that he is the representative of the Debtor's estate in the Chapter 11 Case and is entitled to enter into and execute this Settlement Agreement and that he is the sole and exclusive owner of the claims, causes of action, rights, and other interests which he is releasing by this Settlement Agreement and that he has not assigned, transferred, or conveyed, or purported to assign, transfer, or convey, and will not assign, transfer, or convey any claim, cause of action, right, or other interest in the same to any person or entity.

b. Van Hool's Released Claims. From the earlier to occur of the Execution Date or the Settlement Effective Date, Van Hool on behalf of itself and the other Van Hool Entities each represent and warrant to the Distribution Trustee that they are entitled to enter into and execute this Settlement Agreement and that the Van Hool Entities are the sole and exclusive owner

of the claims, causes of action, rights, and other interests which the Van Hool Entities are releasing by this Settlement Agreement and that the Van Hool Entities have not assigned, transferred, conveyed, or subrogated, or purported to assign, transfer, convey, or subrogate, and will not assign, transfer, convey, or subrogate any claim, cause of action, right, or other interest in the same to any person or entity.

10. The Parties represent and warrant that they have not transferred or encumbered any of the claims released hereby.

11. Voluntary Agreement. The Parties both acknowledge that they (a) have read all of the terms of this Settlement Agreement, (b) have had an opportunity to consult with counsel of their own regarding the Settlement Agreement terms, and (c) enter into this Settlement Agreement voluntarily and without duress.

12. Joint Drafting. This Settlement Agreement shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Settlement Agreement, no provision shall be construed or interpreted for or against any Party because such provision or any other provision of the Settlement Agreement was purportedly prepared or requested by such Party.

13. Entire Agreement. This Settlement Agreement constitutes the entire agreement between the Parties and may only be modified in writing signed by the Parties or their duly appointed agents. All prior agreements and understandings between the Parties concerning the subject matter hereof are superseded by the terms of this Settlement Agreement.

14. Counterparts. This Settlement Agreement may be executed in one or more counterparts (including via PDFs), all of which shall be deemed to be a single original.

15. Jurisdiction. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Settlement Agreement.

STIPULATED and AGREED on this 28th day of July 2026:

[*remainder of page left intentionally blank*]

Dated: New York, New York
September 28th , 2026

LOWENSTEIN SANDLER LLP

Signed by:
Eric S. Chafetz
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By: Eric S. Chafetz, Esq.

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-and-

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Counsel to the Distribution Trustee

Dated: Heist op den Berg , Lier
September 28th 2026

VAN HOOL IN BANKRUPTCY

Ondertekend door:
Philippe Van der Heyden
DD412C520F1F40C...

By: Philippe Van der Heyden

Counsel and Trustee for Van Hool NV (in bankruptcy) representing Van Hool NV (in bankruptcy) and the Bankruptcy Trustees

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