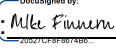


CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
AUSTIN, TEXAS**CONTRACT MODIFICATION****1. CONTRACT NO: 200744**  
**Electric Buses and Chargers****2. CONTRACT**  
**MODIFICATION NO: 11****3. EFFECTIVE DATE**  
**OF C.M.**  
**See Block 9. below****4. CONTRACTOR NAME:**  
**Phoenix Motor, Inc. (formerly**  
**Proterra Operating Company)****5. AGREEMENT TO MODIFY CONTRACT:**

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

**6.AMOUNT OF THIS CONTRACT MODIFICATION: (NO CHANGE)****7. TERM OR PERIOD OF PERFORMANCE: (NO CHANGE)****8.CONTRACTOR'S EXECUTION:**

Name & Title: Mike Finnern General Manager Signature:  Date Executed: 2/7/2024  
(Print or type)

**9.CONTRACTING OFFICER'S EXECUTION:**

Name & Title: Tracee Metterle, Contracting Officer Signature: \_\_\_\_\_ Date Executed: February 7, 2024  
(Print or type)

**10. DESCRIPTION OF CONTRACT MODIFICATION:**

This Modification is made in accordance with Exhibit E – Revised-2, Contractual Terms and Conditions, Section 12, CHANGES, to be made a part hereof for all pertinent purposes. The changes are as follows:

1. Part one of this modification is to memorialize the sale of

Proterra Operating Company, Inc. ("Proterra")  
1815 Rollins Road  
Burlingame, CA 94010

to

Phoenix Motor, Inc. ("Phoenix Motor")  
1500 Lakeview Loop  
Anaheim, CA 92807

and that Phoenix Motor has been assigned and assumed all rights and obligations pertaining to **Contract No. 200744 – Electric Buses and Chargers** ("the Contract") per Order of the U.S. Bankruptcy Court for the District of Delaware, Case No. 23-11120 (BLS), Docket Nos. 36, 218, and 529 filed on January 9, 2024.

As such, with respect to the Contract:

- Phoenix Motor assumes all rights and obligations to continue performing.
- Phoenix Motor assumes liability for all warranties and will be responsible for warranty claims.
- CapMetro's claim for liquidated damages, for Proterra failing to timely deliver chargers, survives and could be asserted against Phoenix Motor in the future if CapMetro chooses to do so.
- Phoenix Motor agrees to obtain an additional financial security in the future, as a condition of the sale, to provide assurance to customers that it can perform under their contracts.
- All invoices dated January 12, 2024, or later, relating to parts and services performed under the Contract shall be submitted to CapMetro in the name of Phoenix Motor, Inc.
- Invoices for buses # 1-28 shall be submitted to CapMetro in the name of Proterra Operating Company, Inc.
- Invoices for buses # 29-40 shall be submitted to CapMetro in the name of Phoenix Motor, Inc.

2. Part two of this modification is to amend the Storage and Maintenance Agreement by and between Capital Metropolitan Transportation Authority and Phoenix Motor, Inc.

This Amendment One to the Storage and Maintenance Agreement, effective September 6, 2023, (**Amendment One**) is made by and between Capital Metropolitan Transportation Authority, a transportation authority organized under Chapter 451 of the Texas Transportation Code (**Capital Metro**) and Phoenix Motor, Inc., a Delaware corporation, whose mailing address is 1500 Lakeview Loop, Anaheim, CA 92807 (**Phoenix Motor**). Capital Metro and Phoenix Motor are referred to in this Amendment One individually as a "Party" and collectively as the "Parties".

### RECITALS

1. Capital Metro and Proterra Operating Company, Inc., (Proterra) are parties to that certain Storage and Maintenance Agreement, dated effective September 6, 2023 (the **Agreement**), under which the parties have agreed that Proterra will store the Equipment at the Facility and perform certain Services with respect thereto, in accordance with the terms of the Agreement.
2. On January 9, 2024, Phoenix Motor was assigned and assumed all the rights and obligations pertaining to Proterra under Contract No. 200744, whereby this Agreement is based.
3. The Parties now desire to amend the terms of the Agreement as more particularly set forth below.

### AGREEMENT

- A. **Agreement Term.** Pursuant to Section 11 (AMENDMENT) of the Agreement, the Parties agree to change the location of the "Facility" from **1 Whitlee Court, Greenville, SC, 29607**, to a portion of **Greenville County tax map Number 0400020100100, located near the PTC (Phoenix Test Center), 5 Hercules Way, Greenville, SC, 29605.**



- B. **Entire Agreement.** The terms of this Amendment One are in addition to, and construed together with, the terms of the Agreement. In the event of conflict in any language in the Agreement and this Amendment One, the language in this Amendment One will control.
- C. **Capitalized Terms.** Capitalized items used in this Amendment One and not otherwise defined have the meanings assigned to them in the Agreement.

**IN WITNESS WHEREOF**, this Amendment One has been signed by an authorized representative of each Party, to be effective as of the signature date in section 9 above.

*For and in consideration of the amount stated above, which is the final contract modification amount agreed to by both parties, the receipt of and sufficiency of which is hereby acknowledged and confessed. The contractor has released, acquitted, and forever discharged and by the presents does for itself, its successors and assigns release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the contractor has or may have had a result of furnishing labor, supplies, or materials for the change orders stated above. This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.*

**END OF MODIFICATION 11**