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HONORABLE CHRISTOPHER M. ALSTON
Chapter 15
Ex Parte

6 Attorneys for FTI Consulting Canada Inc.,
Foreign Representative
7
8
9

10 UNITED STATES BANKRUPTCY COURT
11 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

12 In re
13 VICINITY MOTOR CORP., *et al.*,¹
14 Debtors in a Foreign Proceeding.
15

Lead Case No. 24-12675

Joint Administration Motion Pending with:
Case No. 24-12677;
Case No. 24-12678; and
Case No. 24-12679

16 **DECLARATION OF TOM POWELL**
17

18 I, Tom Powell, hereby declare and state as follows:

19 1. I am Senior Managing Director of Consulting Canada Inc., the receiver (the
20 “Receiver”) appointed in the Canadian insolvency proceeding of Vicinity Motor Corp., Vicinity
21 Motor (Bus) Corp., Vicinity Motor (Bus) USA Corp., and Vicinity Motor Property, LLC
22 (collectively, the “Debtors”), *In the Matter of the Receivership of Vicinity Motor (Bus) Corp., et*
23 *al.*, Supreme Court of British Columbia, Vancouver Registry No. S-247082 (the “Canadian
24 Proceeding”).

25 _____
26 ¹ The Debtors are Vicinity Motor Corp., Bankruptcy Case No. 24-12675, Vicinity Motor (Bus)
27 Corp., Bankruptcy Case No. 24-12677, Vicinity Motor (Bus) USA Corp., Bankruptcy Case No.
24-12678, and Vicinity Motor Property, LLC, Bankruptcy Case No. 24-12679.

1 2. I am competent to testify and make this declaration on personal knowledge in
2 support of: the Official Form 401 *Chapter 15 Petition for Recognition of a Foreign Proceeding*
3 filed in this Court for each Debtor; the *Verified Petition for Recognition of Foreign Main*
4 *Proceeding and Related Relief*; the *Ex Parte Motion for Provisional Relief*; the *Ex Parte Motion*
5 *to Approve Notice of Chapter 15 Petition and Schedule Recognition Hearing*; the *Ex Parte Motion*
6 *for Expedited Hearing on First Day Motions*; and the *Ex Parte Motion for Joint Administration of*
7 *Chapter 15 Cases*.

8 3. On October 21, 2024, in the Canadian Proceeding, the Debtors were placed into a
9 receivership proceeding under Section 243(1) of Canada’s *Bankruptcy and Insolvency Act*, R.S.C.
10 1985, c. B-3, as amended (the “BIA”) and Section 39 of Canada’s *Law and Equity Act*, R.S.B.C.
11 1996 c. 253, as amended (the “LEA”), and the Receiver was appointed by the Supreme Court of
12 British Columbia to administer the Debtors’ estates pursuant to the BIA and LEA. A true and
13 correct certified copy of the *Receiver Order* appointing the Receiver in the Canadian Proceeding
14 (the “Receiver Order”) is attached hereto as Exhibit A, and also attached to each Petition as
15 Attachment 1.

16 4. Vicinity Motor Corp. (“Vicinity Parent”) is a public company listed on the TSX
17 Venture Exchange. Vicinity Parent’s direct and indirect subsidiaries include Vicinity Motor (Bus)
18 Corp. (“Vicinity Canada”), Vicinity Motor (Bus) USA Corp. (“Vicinity USA”), and Vicinity
19 Motor Property, LLC (“Vicinity Property”).

20 5. The Debtors collectively conduct business as a North American supplier of electric
21 commercial vehicles for both public and commercial enterprise use, operating primarily in British
22 Columbia, Canada, with some operations in Washington State.

23 6. The Debtors’ management and operations are directed from and located in Canada,
24 along with some of the Debtors’ assets; however, the Debtors also own valuable assets located in
25 the United States, including real and personal property in Washington.

26 7. The Debtors’ primary assets are interests in various electric buses and trucks and
27 other motor vehicles (“Electric Vehicles”), and certain real property located at 5453 and 5457,

1 Pacific Fern Drive, Ferndale, Washington (the “Ferndale Property”).

2 8. Vicinity Parent and Vicinity Canada are corporations registered in British
3 Columbia, Canada.

4 9. Vicinity Property and Vicinity USA are corporations registered in Delaware;
5 however, they are effectively holding companies that are owned and managed by Vicinity Parent
6 from Canada.

7 10. The two major secured creditors of all of the Debtors are located in Canada: Royal
8 Bank of Canada, and Export Development Canada.

9 11. On October 11, 2024, Vicinity Parent issued a press release indicating that it would
10 be ceasing operations, laying off employees, facing restrictions on stock trading, and generally
11 succumbing to creditor enforcement actions. A true and correct copy of Vicinity Parent’s press
12 release is attached hereto as Exhibit B.

13 12. The Receiver has begun investigating the status of the Ferndale Property, but
14 currently has limited access to the Ferndale Property to assess whether additional security
15 measures are necessary to preserve the value of the Ferndale Property or the fixtures and personal
16 property, located therein (*e.g.*, lock changes, security systems, periodic site checks, etc.)

17 13. Likewise, the Receiver has begun investigating the status of the Electric Vehicles,
18 but currently has limited access to Electric Vehicles that may be located at the Ferndale Property
19 or elsewhere in the United States to assess whether additional security measures are necessary to
20 preserve the value of the Electric Vehicles (*e.g.*, locate keys or otherwise take control of and secure
21 the Electric Vehicles, insurance, etc.).

22 14. The Receiver is also investigating the existence of other assets of the Debtors,
23 including US-based assets, which investigation may be hampered without all of the powers and
24 protections afforded under Chapter 15.

25 15. The Debtors have multiple creditors that assert interests in the Debtors’ assets,
26 including the Ferndale Property and Electric Vehicles, which necessitates heightened Chapter 15
27 relief to ensure the status quo is maintained with respect to the Debtors’ US-based assets while the

1 Receiver seeks formal recognition of the Canadian Proceeding in this Court and ultimately
2 administers the Debtors' estates under Canadian and United States law, as applicable.

3 16. There is a substantial threat of irreparable harm to the Receiver, in its capacity as
4 the receiver appointed in the Canadian Proceeding, and the Debtors' estates and creditors, if relief
5 is not granted pursuant to 11 U.S.C. §§ 1519, 1520, and 1521.

6 17. Relief is urgently needed to protect the assets of the Debtors or the interests of the
7 creditors pursuant to 11 U.S.C. § 1519(a).

8 18. Relief is also necessary to protect the assets of the Debtors or the interests of the
9 creditors pursuant to 11 U.S.C. § 1521(a).

10 19. The Receiver is aware of the following litigation pending in the United States where
11 one or more Debtors is a party:

- 12 a. *Hinduja Tech Inc. v. Vicinity Motor Corp.*, Delaware Superior Court, New
13 Castle County, Docket No. N24J-02545; and
14 b. *Engine Distributor, Inc. v. Vicinity Motor Corp.*, New Jersey Superior
15 Court, Gloucester County, Docket No. L00081823.

16 I declare under penalty of perjury under the law of the United States of America that the
17 foregoing is true and correct.

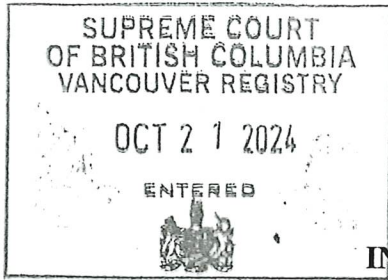
18 EXECUTED: October 23, 2024



19
20 Tom Powell
21 Senior Managing Director
22 FTI Consulting Canada Inc.
23 701 West Georgia Street
24 Suite 1450, PO Box 10089
25 Vancouver, British Columbia V7Y 1B6
26 Canada
27

EXHIBIT A

(Receiver Order)



No. S-247082
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

ROYAL BANK OF CANADA

Petitioner

- and -

VICINITY MOTOR (BUS) CORP.
VICINITY MOTOR CORP.
VICINITY MOTOR (BUS) USA CORP.
VICINITY MOTOR PROPERTY, LLC

Respondents



**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF
VICINITY MOTOR (BUS) CORP., VICINITY MOTOR CORP., VICINITY MOTOR
(BUS) USA CORP., AND VICINITY MOTOR PROPERTY, LLC**

**ORDER MADE AFTER APPLICATION
[RECEIVERSHIP ORDER]**

BEFORE THE HONOURABLE)
JUSTICE) 21/OCT/2024
)
)

ON THE APPLICATION of Royal Bank of Canada (the “**Petitioner**”) for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “**LEA**”) appointing FTI Consulting Canada Inc. as Receiver and Manager (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and property of Vicinity Motor (Bus) Corp., Vicinity Motor Corp., Vicinity Motor (Bus) USA Corp., and Vicinity Motor Property,

LLC. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Cameron Bailey sworn October 16, 2024 and the consent of FTI Consulting Canada Inc. to act as the Receiver; AND ON HEARING Eamonn Watson and Cassandra Federico, Counsel for the Petitioner and other counsel as listed on Schedule “A” hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, FTI Consulting Canada Inc. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtors, including all proceeds (the “**Property**”).

RECEIVER’S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (t) to commence one or more foreign legal proceedings to further the objectives of this proceeding, including by way of example and not limitation, ancillary receiverships in the United States of America, proceedings under the Model Law on Cross-Border Insolvency (including Chapter 15 of the United States Bankruptcy Code, Title 11, United States Code, 11 U.S.C. Section 1501 et seq), petitions under Title 11, United States Code, Chapters 7 and 11, as well as any other foreign legal proceedings wherever required to be filed by the Receiver in its judgment to pursue recovery of the Debtors' Property,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the

granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' right to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees

that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver’s appointment; or,
 - (b) after the Receiver’s appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver’s gross negligence or wilful misconduct.

18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
- (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, and the following charges registered in the British Columbia Personal Property Registry (the "**BC PPR**"), to the extent such security is a valid purchase money security interest that ranks ahead of the Petitioner's interest therein:
- (a) financing statement registered in the BC PPR in favour of PNC Vendor Finance under Base Registration Number 355503N in respect of motor vehicle with serial number FBA11238005713 and the additional collateral described therein;
 - (b) financing statement registered in the BC PPR in favour of Fleet Wing Enterprises Ltd. under Base Registration Number 211186P in respect of motor vehicle with serial number 1C4RJYE66N8735302; and
 - (c) financing statement registered in the BC PPR in favour of The Bank of Nova Scotia under Base Registration Number 430061P in respect of motor vehicle with serial number 1C6SRFVT9NN196719.
21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, and the following charges registered in the BCPPR to the extent such security is a valid purchase money security interest that ranks ahead of the Petitioner’s interest therein:
- (a) financing statement registered in the BC PPR in favour of PNC Vendor Finance under Base Registration Number 355503N in respect of motor vehicle with serial number FBA11238005713 and the additional collateral described therein;
 - (b) financing statement registered in the BC PPR in favour of Fleet Wing Enterprises Ltd. under Base Registration Number 211186P in respect of motor vehicle with serial number 1C4RJYE66N8735302; and
 - (c) financing statement registered in the BC PPR in favour of The Bank of Nova Scotia under Base Registration Number 430061P in respect of motor vehicle with serial number 1C6SRFVT9NN196719.
24. Neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.
26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

ALLOCATION

27. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings at: <http://cfcanda.fticonsulting.com/vicinity/> (the "**Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Petitioner a demand for notice in the form attached as Schedule B (the "**Demand for Notice**"). The Receiver and the Petitioner need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Petitioner from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
32. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.

33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order, including act as a foreign representative to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 1501 – 1532.
38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
39. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

40. Endorsement of this Order by counsel appearing on this application other than the Petitioner and the Respondents is dispensed with.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:



Signature of Eamonn Watson
lawyer for Petitioner



BY THE COURT

DISTRICT REGISTRAR



Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.

DATED: OCT 21, 2024


Authorized Signing Officer

ANSON WONG



Schedule "A"

LIST OF COUNSEL

PARTIES	COUNSEL
Royal Bank of Canada <i>The Petitioner</i>	Eamonn Watson and Cassandra Federico Dentons Canada LLP
FTI Consulting Canada Inc. <i>Proposed Receiver</i>	Glen Nesbitt Fasken Martineau DuMoulin LLP
<i>Export Development Canada</i>	<i>Kieran Siddall Norton Rose Fulbright Canada LLP</i>

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that **FTI Consulting Canada Inc.** the **Receiver and Manager** (the "**Receiver**") of all of the assets, undertakings and properties of Vicinity Motor (Bus) Corp., Vicinity Motor Corp., Vicinity Motor (Bus) USA Corp., and Vicinity Motor Property, LLC acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the _____ day of _____, 201____ (the "**Order**") made in SCBC Action No. _____ has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the [REDACTED] day of [REDACTED], 2024

FTI Consulting Canada Inc. solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name:
Title:

Schedule "C"

Demand for Notice

TO: ROYAL BANK OF CANADA
c/o Dentons Canada LLP
Attention: Jordan Schultz and Cassandra Federico
Email: jordan.schultz@ca.dentons.com and Cassandra.federico@dentons.com

AND TO: FTI Consulting Canada Inc.
c/o Fasken Martineau DuMoulin LLP
Attention: Lisa Hiebert and Suzanne Volkow
Email: lhiebert@fasken.com and SVolkow@fasken.com

Re: In the matter of the Receivership of VICINITY MOTOR (BUS) CORP., VICINITY MOTOR CORP., VICINITY MOTOR (BUS) USA CORP., AND VICINITY MOTOR PROPERTY, LLC

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

OR

2. By facsimile, at the following facsimile number (or numbers):

OR

3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

EXHIBIT B

(Vicinity Motor Corp. October 11, 2024 Press Release)

Vicinity Motor Corp. Notification of Workout Plan

Conclusion Without Successful Financial Restructuring

VANCOUVER, BC / ACCESSWIRE / October 11, 2024 / Vicinity Motor Corp. (NASDAQ:VEV) (TSXV:VMC) ("Vicinity" or the "Company"), a North American supplier of commercial electric vehicles, today announced that it has not been successful renegotiating terms with Royal Bank of Canada ("RBC") or Export Development Canada ("EDC" and together with RBC, the "Creditors").

As disclosed in the Company's publicly filed interim financial statements for the three months ended March 31, 2024, the credit facilities were set to be renewed on a yearly basis, at the discretion of the Creditors, on July 16, 2024. The Company had actively been working with RBC and EDC on securing a renewal, but as previously announced by the Company, on August 9, 2024, the Creditors exercised their discretion not to renew the credit facilities and provided the Company with Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Additionally, in early August, RBC restricted the Company's access to certain assets without advance notice which gravely impeded the Company's ability to operate at that time. Accordingly, the Company has been severely constrained in its ability to manage its finances, including vendor and customer obligations.

On August 21, 2024, the Company announced that it had reached an agreement with RBC to enter into a Workout Plan ("Plan") period whereby the Company would continue to operate on a limited basis while protecting and monetizing Company assets and endeavoring toward a financial restructuring. During the Plan period, the Creditor-imposed constraints were enhanced resulting in further financial and operational stress. The Company has continued to negotiate with the Creditors in good-faith during the Plan period to evaluate potential solutions to enable the Company to carry on in some form in the future. Moreover, the Company had expected that a restructuring of current debt would remove RBC's restrictions and create an environment that would lead to further capital injection supporting the Company's long-term financial plan. The conclusion of the Plan period is October 11, 2024 as previously announced.

The Company believes that the Creditors will proceed toward receivership enforcement impeding the Company's ability to continue to operate. If that happens, the Company will likely be forced to lay off its remaining staff and cease operations.

However, as of the end of the day on Friday October 11, 2024 the Company did not receive any definitive information for how the Creditors will proceed.

The Company also provides an update to its news release dated September 25, 2024, announcing its update about its management cease trade order (MCTO) relating to the late filing of the Company's interim financial statements, MD&A (management's discussion and analysis), and applicable chief executive officer and chief financial officer certifications for the six months ended June 30, 2024.

The Company's principal regulator, the British Columbia Securities Commission, granted the MCTO on August 15, 2024, under National Policy 12-203 - *Management Cease Trader Orders*. Pursuant to the MCTO, the chief executive officer and the chief financial officer of the Company may not trade in securities of the Company until such time as the Company files the interim filings and the commission revokes the MCTO. The MCTO does not affect the ability of shareholders to trade their securities. The Company's board of directors and management are experiencing the challenges described in this news release; however the uncertainty means the Company continues to work with its accounting team and other stakeholders as it relates to the interim filings. If the Company is not able to file its interim filings for the six months ended June 30, 2024 by October 18, 2024, the British Columbia Securities Commission will issue a broad failure to file cease trade order and no shares of the Company will be permitted to be traded in Canada.

Until the interim filings are filed, the Company intends to comply with the provisions of the alternative information guidelines as set out in NP 12-203 for as long as it remains in default, including the issuance of biweekly default status reports in the form of a news release. The Company has imposed an insider trading blackout pending the filing of the interim filings.

The Company confirms that, since the date of the announcement: (i) there has been no material change to the information set out in the announcement that has not been generally disclosed; (ii) there has not been any other specified default by the Company under NP 12-203; (iii) the Company is not subject to any insolvency proceedings as of the date of this news release, though the Company has entered into the Plan with its secured lenders as disclosed in the Company's news release dated August 21, 2024 and which Plan expires today though the Creditors have not specifically advised that a receivership order will be sought as described elsewhere in this news release; and (iv) there is no material information concerning the affairs of the Company that has not been generally disclosed.

About Vicinity Motor Corp.

Vicinity Motor Corp. (NASDAQ:VEV)(TSXV:VMC) ("VMC") is a North American supplier of electric vehicles for both public and commercial enterprise use. The Company leverages a dealer network and close relationships with world-class manufacturing partners to supply its flagship electric, CNG and clean-diesel Vicinity buses, as well as the VMC 1200 electric truck to the transit and industrial markets. For more information, please visit www.vicinitymotorcorp.com.

Company Contact:

John LaGourgue
VP Corporate Development
604-288-8043
IR@vicinitymotor.com

Investor Relations Contact:

Lucas Zimmerman
MZ Group - MZ North America
949-259-4987
VMC@mzgroup.us
www.mzgroup.us

Neither the TSX-V nor its Regulation Service Provider (as that term is defined in the policies of the TSX-V) accepts responsibility for the adequacy or accuracy of this release.

Cautionary Note Regarding Forward-Looking Statements

This press release includes certain "forward-looking information" and "forward-looking statements" (collectively "forward-looking statements") within the meaning of applicable securities laws. All statements, other than statements of historical fact, included herein are forward-looking statements. Forward-looking statements are frequently, but not always, identified by words such as "expects", "anticipates", "believes", "intends", "estimates", "potential", "possible", and similar expressions, or statements that events, conditions, or results "will", "may", "could", or "should" occur or be achieved. In particular, and without limitation, this news release contains forward-looking statements respecting the Company's expectations about the Creditors proceeding toward receivership and the inability of the Company to continue to operate. Forward-looking statements involve various risks and uncertainties. There can be no assurance that such statements will prove to be accurate, and actual results and future events could differ materially from those anticipated in such statements.

Important factors that could cause actual results to differ materially from Vicinity's expectations include the ongoing discussions with the Creditors and impact of a receivership order on the Company if obtained; uncertainties relating to the economic conditions in the markets in which Vicinity operates, vehicle sales volume, anticipated future sales growth, the success of Vicinity's operational strategies, production prospects at Vicinity's assembly facility in the State of Washington, the success of Vicinity's strategic partnerships; and other risk and uncertainties disclosed in Vicinity's reports and documents filed with applicable securities regulatory authorities from time to time. Vicinity's forward-looking statements reflect the beliefs, opinions and projections on the date the statements are made. Vicinity assumes no obligation to update the forward-looking statements or beliefs, opinions, projections, or other factors, should they change, except as required by law.

SOURCE: Vicinity Motor Corp.

View the original on accesswire.com

