

This is the First Affidavit  
of Chelsea Denton in this case and  
was made on 16/OCT/2024

S -247082

NO. \_\_\_\_\_  
VANCOUVER REGISTRY



**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROYAL BANK OF CANADA

PLAINTIFF

AND:

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

RESPONDENTS

**AFFIDAVIT**

I, Chelsea Denton, Legal Assistant, of 20<sup>th</sup> Floor, 250 Howe Street, Vancouver, British Columbia, SWEAR (AFFIRM) THAT:

1. I am employed by the law firm of Dentons Canada LLP ("**Dentons**"), solicitors for Royal Bank of Canada, and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where stated to be based on information and belief and where so stated, I verily believe the same to be true.

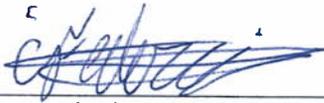
**Search Results**

2. Attached and marked as **Exhibit "A"** to my affidavit is a true copy of the BC Company Search for Vicinity Motor (Bus) Corp. (the "**Borrower**") dated October 15, 2024.
3. Attached and marked as **Exhibit "B"** to my affidavit is a true copy of the BC Company Search for Vicinity Motor Corp. ("**Vicinity Parent**") dated October 15, 2024.
4. Attached and marked as **Exhibit "C"** to my affidavit is a true copy of the Delaware Company Search for Vicinity Motor (Bus) USA Corp. ("**Vicinity USA**") dated August 2, 2024.
5. Attached and marked as **Exhibit "D"** to my affidavit is a true copy of the Delaware Company Search for Vicinity Motor Property, LLC ("**Vicinity Property**") dated August 6, 2024.
6. Attached and marked as **Exhibit "E"** to my affidavit is a true copy of the British Columbia personal property registry ("**BC PPR**") search results in respect of the Borrower dated October 15, 2024.
7. Attached and marked as **Exhibit "F"** to my affidavit is a true copy of the BC PPR search results in respect of Vicinity Parent dated October 15, 2024.
8. Attached and marked as **Exhibit "G"** to my affidavit is a true copy of the Delaware Uniform Commercial Code ("**Delaware UCC**") search results in respect of the Borrower dated August 2, 2024.
9. Attached and marked as **Exhibit "H"** to my affidavit is a true copy of the Delaware UCC search results in respect of Vicinity USA dated August 2, 2024.
10. Attached and marked as **Exhibit "I"** to my affidavit is a true copy of the Delaware UCC search results in respect of Vicinity Property dated August 6, 2024.
11. Attached and marked as **Exhibit "J"** to my affidavit is a true copy of the Bank Act Security — Section 427, Notice of Intention search of the Borrower's predecessor name Grande West Transportation International Ltd. dated October 15, 2024.
12. Attached and marked as **Exhibit "K"** to my affidavit is a true copy of the Washington property search in respect of the real property located at 5453 and 5457 Pacific Fern Drive, Ferndale Washington dated August 2, 2024.

**FTI as the Receiver**

- 13. FTI Consulting Canada Inc. ("FTI") is qualified to act as receiver pursuant to the *Bankruptcy and Insolvency Act*, RSC, 1985 C B-3. FTI has consented to act as Receiver if appointed by this Court and a copy of the executed consent is attached hereto as **Exhibit 'L'**.

SWORN (AFFIRMED) before me in )  
 Vancouver, British Columbia, on October )  
 16, 2024. )



\_\_\_\_\_)  
 A Commissioner for Taking Affidavits )  
 for British Columbia )



\_\_\_\_\_)  
**Chelsea Denton**

**CASSANDRA J. FEDERICO**  
*Barrister & Solicitor*  
**DENTONS CANADA LLP**  
 20th Floor, 250 Howe Street  
 Vancouver, B.C. V6C 3R8  
 Telephone (604) 687-4460

This is **Exhibit "A"** referred to in the affidavit of  
Chelsea Denton sworn before me at Vancouver,  
British Columbia this 16 day of October 2024.



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A Commissioner for taking Affidavits  
For British Columbia



## BC Company Summary

For  
**VICINITY MOTOR (BUS) CORP.**

**Date and Time of Search:** October 15, 2024 11:10 AM Pacific Time  
**Currency Date:** June 19, 2024

### ACTIVE

**Incorporation Number:** BC0834028  
**Name of Company:** VICINITY MOTOR (BUS) CORP.  
**Business Number:** 843261827 BC0001  
**Recognition Date and Time:** Incorporated on September 02, 2008 03:21 PM Pacific Time      **In Liquidation:** No  
**Last Annual Report Filed:** September 02, 2023      **Receiver:** No

### COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
GRANDE WEST TRANSPORTATION INTERNATIONAL LTD.	September 15, 2021

### REGISTERED OFFICE INFORMATION

Mailing Address:	Delivery Address:
SUITE 2501-550 BURRARD STREET VANCOUVER BC V6C 2B5 CANADA	SUITE 2501-550 BURRARD STREET VANCOUVER BC V6C 2B5 CANADA

### RECORDS OFFICE INFORMATION

Mailing Address:	Delivery Address:
SUITE 2501-550 BURRARD STREET VANCOUVER BC V6C 2B5 CANADA	SUITE 2501-550 BURRARD STREET VANCOUVER BC V6C 2B5 CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
 Miller, Joseph

Mailing Address:	Delivery Address:
3428 144TH STREET SURREY BC V4P 2A1 CANADA	3428 144TH STREET SURREY BC V4P 2A1 CANADA

**Last Name, First Name, Middle Name:**

TRAINER, William ( formerly TRAINER, William Robert )

**Mailing Address:**

361 198TH STREET  
LANGLEY BC V2Z 0A6  
CANADA

**Delivery Address:**

361 198TH STREET  
LANGLEY BC V2Z 0A6  
CANADA

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NO OFFICER INFORMATION FILED AS AT September 02, 2023.

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This is **Exhibit "B"** referred to in the affidavit of Chelsea Denton sworn before me at Vancouver, British Columbia this 16 day of October 2024.

A handwritten signature in blue ink, appearing to be 'C. Denton', written over a horizontal line.

A Commissioner for taking Affidavits  
For British Columbia



## BC Company Summary

For  
**VICINITY MOTOR CORP.**

**Date and Time of Search:** October 15, 2024 11:17 AM Pacific Time  
**Currency Date:** June 19, 2024

### ACTIVE

**Incorporation Number:** BC0956738  
**Name of Company:** VICINITY MOTOR CORP.  
**Business Number:** 838742138 BC0001  
**Recognition Date and Time:** Incorporated on December 04, 2012 03:03 PM Pacific Time  
**Last Annual Report Filed:** December 04, 2023  
**In Liquidation:** No  
**Receiver:** No

### COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
GRANDE WEST TRANSPORTATION GROUP INC.	March 29, 2021
GRANDE WEST TRANSPORT GROUP INC.	August 07, 2013

### REGISTERED OFFICE INFORMATION

Mailing Address:	Delivery Address:
SUITE 2501-550 BURRARD STREET VANCOUVER BC V6C 2B5 CANADA	SUITE 2501-550 BURRARD STREET VANCOUVER BC V6C 2B5 CANADA

### RECORDS OFFICE INFORMATION

Mailing Address:	Delivery Address:
SUITE 2501-550 BURRARD STREET VANCOUVER BC V6C 2B5 CANADA	SUITE 2501-550 BURRARD STREET VANCOUVER BC V6C 2B5 CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**

Imanse, Andrew

**Mailing Address:**276 SUNFLOWER ST.  
BREA CA 92821  
UNITED STATES**Delivery Address:**276 SUNFLOWER ST.  
BREA CA 92821  
UNITED STATES

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**Last Name, First Name, Middle Name:**

LaGourgue, John

**Mailing Address:**3168 262ND STREET  
ALDERGROVE BC V4W 2Z6  
CANADA**Delivery Address:**3168 262ND STREET  
ALDERGROVE BC V4W 2Z6  
CANADA

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**Last Name, First Name, Middle Name:**

Miller, Joseph

**Mailing Address:**3428 144TH STREET  
SURREY BC V4P 2A1  
CANADA**Delivery Address:**3428 144TH STREET  
SURREY BC V4P 2A1  
CANADA

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**Last Name, First Name, Middle Name:**

Strong, Christopher

**Mailing Address:**3168 262ND ST.  
ALDERGROVE BC V4W 2Z6  
CANADA**Delivery Address:**3168 262ND ST.  
ALDERGROVE BC V4W 2Z6  
CANADA

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**Last Name, First Name, Middle Name:**

Trainer, William

**Mailing Address:**361 198TH STREET  
LANGLEY BC V2Z 0A6  
CANADA**Delivery Address:**361 198TH STREET  
LANGLEY BC V2Z 0A6  
CANADA

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**Last Name, First Name, Middle Name:**

White, James

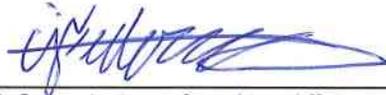
**Mailing Address:**227 LYTTON BLVD  
TORONTO ON M4R 1L6  
CANADA**Delivery Address:**227 LYTTON BLVD  
TORONTO ON M4R 1L6  
CANADA

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NO OFFICER INFORMATION FILED AS AT December 04, 2023.

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This is **Exhibit "C"** referred to in the affidavit of Chelsea Denton sworn before me at Vancouver, British Columbia this 16 day of October 2024.



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A Commissioner for taking Affidavits  
For British Columbia

CSC

www.cscglobal.com

CSC- New York  
 Suite 200  
 19 West 44th Street  
 New York, NY 10036  
 212-299-5600  
 212-299-5656 (Fax)

**Matter#** 506954-791**Order#** 573952-1**Project Id :****Order Date** 08/02/2024

**Entity Name:** VICINITY MOTOR (BUS) USA CORP.

**Jurisdiction:** DE - Secretary Of State, Division Of Corporations

**Request for:** Status Search

**Result:** In Good Standing

**Date of Authorization:** 04/08/2014

**State of Incorporation:** Delaware

**State Id:** 5513156

**Former Name:** Grande West Transportation International (US), Inc.; Grande West Transportation USA Inc.

**Registered Agent:** National Registered Agents, Inc.

**Address:** 1209 Orange Street  
 Wilmington, DE 19801

**Status Date:** 08/02/2024

Ordered by MIRIAM DOMINGUEZ at DENTONS CANADA LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.cscglobal.com](http://www.cscglobal.com).

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Jeffrey Boyle

[Jeffrey.Boyle@cscglobal.com](mailto:Jeffrey.Boyle@cscglobal.com)

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

This is **Exhibit "D"** referred to in the affidavit of Chelsea Denton sworn before me at Vancouver, British Columbia this 16 day of October 2024.



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A Commissioner for taking Affidavits  
For British Columbia

CSC

www.cscglobal.com

CSC- New York  
Suite 200  
19 West 44th Street  
New York, NY 10036  
212-299-5600  
212-299-5656 (Fax)

**Matter#** 506954-791**Order#** 580689-1**Project Id :****Order Date** 08/06/2024

<b>Entity Name:</b>	<b>VICINITY MOTOR PROPERTY, LLC</b>
<b>Jurisdiction:</b>	<b>DE - Secretary Of State, Division Of Corporations</b>
<b>Request for:</b>	<b>Status Search</b>
<b>Result:</b>	<b>In Good Standing</b>
<b>Date of Authorization:</b>	09/16/2022
<b>State of Incorporation:</b>	Delaware
<b>State Id:</b>	7033850
<b>Former Name:</b>	None
<b>Registered Agent:</b>	NATIONAL REGISTERED AGENTS, INC.
<b>Address:</b>	1209 ORANGE STREET WILMINGTON, DE 19801
<b>Status Date:</b>	08/06/2024

Ordered by MIRIAM DOMINGUEZ at DENTONS CANADA LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.cscglobal.com](http://www.cscglobal.com).

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Jeffrey Boyle

[Jeffrey.Boyle@cscglobal.com](mailto:Jeffrey.Boyle@cscglobal.com)

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

This is **Exhibit "E"** referred to in the affidavit of Chelsea Denton sworn before me at Vancouver, British Columbia this 16 day of October 2024.



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A Commissioner for taking Affidavits  
For British Columbia

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Business Debtor - "VICINITY MOTOR (BUS) CORP."

**Search Date and Time:** October 15, 2024 at 11:18:45 am Pacific time  
**Account Name:** DENTONS CANADA LLP  
**Folio Number:** 6764-506954-791

### TABLE OF CONTENTS

5 Matches in 3 Registrations in Report

Exact Matches: 5 (\*)

Total Search Report Pages: 11

	Base Registration	Base Registration Date	Debtor Name	Page
1	<a href="#">308775K</a>	October 2, 2017	* VICINITY MOTOR (BUS) CORP	<a href="#">2</a>
2	<a href="#">355503N</a>	November 8, 2021	* VICINITY MOTOR (BUS) CORP.	<a href="#">7</a>
3	<a href="#">466419P</a>	April 11, 2023	* VICINITY MOTOR (BUS) CORP. * VICINITY MOTOR (BUS) CORP. * VICINITY MOTOR (BUS) CORP.	<a href="#">10</a>

**Base Registration Number: 308775K**

<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	October 2, 2017 at 2:36:30 pm Pacific time
<b>Current Expiry Date and Time:</b>	October 2, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	No

**CURRENT REGISTRATION INFORMATION**

(as of October 15, 2024 at 11:18:45 am Pacific time)

**Secured Party Information**

**ROYAL BANK OF CANADA**

**Address**

200 BAY STREET, 30TH FLOOR  
TORONTO ON  
M5J 2J5 Canada

**Debtor Information**

**GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD**

**Address**

3168 262ND STREET  
ALDERGROVE BC  
V4W 2Z6 Canada

**VICINITY MOTOR (BUS) CORP**

**Address**

3168 262ND STREET  
ALDERGROVE BC  
V5W 2Z6 Canada

### Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA3JA098315
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA5JA098316
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA7JA098317
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA9JA098318
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA7JA098320
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA9JA098321
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA0JA098370

### General Collateral

**Base Registration General Collateral:**

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY; ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS. ,THE COMPLETE ADDRESS OF THE SECURED PARTY S0001 IS AS FOLLOWS: ROYAL BANK OF CANADA, 200 BAY STREET, 30TH FLOOR, SOUTH TOWER, TORONTO, ONTARIO M5J 2J5.

### Original Registering Party

**BORDEN LADNER GERVAIS LLP**

**Address**

1200-200 BURRARD STREET  
VANCOUVER BC  
V7X 1T2 Canada

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## HISTORY

(Showing most recent first)

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### RENEWAL

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**Registration Date and Time:** September 20, 2022 at 8:47:14 am Pacific time  
**Registration Number:** 988735N  
**Registration Life:** 5 Years  
**New Expiration Date and Time:** October 2, 2027 at 11:59:59 pm Pacific time

### Registering Party Information

**BORDEN LADNER GERVAIS LLP  
(VANCOUVER)**

**Address**

BOX 48600 1200 WATERFRONT CENTRE  
200 BURRARD STREET  
VANCOUVER BC  
V7X 1T2 Canada

### AMENDMENT

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**Registration Date and Time:** September 27, 2021 at 10:42:36 am Pacific time  
**Registration Number:** 267097N  
**Description:** DEBTOR NAME/ADDRESS CHANGE;

### Debtor Information

**VICINITY MOTOR (BUS) CORP**  
ADDED

**Address**

3168 262ND STREET  
ALDERGROVE BC  
V5W 2Z6 Canada

### Registering Party Information

**BORDEN LADNER GERVAIS LLP**

**Address**

1200-200 BURRARD STREET  
VANCOUVER BC  
V7X 1T2 Canada



**PERSONAL PROPERTY REGISTRY SEARCH RESULT**  
BC Registries and Online Services

**AMENDMENT**

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**Registration Date and Time:** March 7, 2019 at 10:32:17 am Pacific time  
**Registration Number:** 356761L  
**Description:** ADD SERIAL NUMBERED GOODS;

**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA3JA098315
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA5JA098316
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA7JA098317
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA9JA098318
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA7JA098320
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA9JA098321
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA0JA098370



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Registering Party Information

**BORDEN LADNER GERVAIS LLP**

**Address**

1200-200 BURRARD STREET  
VANCOUVER BC  
V7X 1T2 Canada

**Base Registration Number: 355503N**

**Registration Description:** PPSA SECURITY AGREEMENT  
**Act:** PERSONAL PROPERTY SECURITY ACT  
**Base Registration Date and Time:** November 8, 2021 at 6:48:28 am Pacific time  
**Current Expiry Date and Time:** November 8, 2027 at 11:59:59 pm Pacific time  
 Expiry date includes subsequent registered renewal(s)  
**Trust Indenture:** No

**CURRENT REGISTRATION INFORMATION**  
(as of October 15, 2024 at 11:18:45 am Pacific time)

**Secured Party Information**

**PNC VENDOR FINANCE  
CORPORATION CANADA**

**Address**

2-4145 NORTH SERVICE ROAD  
BURLINGTON ON  
L7L 6A3 Canada

**Debtor Information**

**VICINITY MOTOR (BUS) CORP.**

**Address**

3168 262 STREET  
ALDERGROVE BC  
V4W 2Z6 Canada

**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2021	DOOSAN / B18T-7	FBA11238005713



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### General Collateral

#### Base Registration General Collateral:

QTY (1) 2021 DOOSAN B18T-7 LIFT TRUCK S/N FBA11-2380-05713 C/W NEW HAWKER 18-85-17 BATTERY S/N PL106210919, FORZATEK 5NPT4 3-PHASE S/N 125306 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, PARTS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING. ANY AND ALL PROCEEDS ARISING FROM THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEED.

### Original Registering Party

**ESC CORPORATE SERVICES LTD.**

**Address**

201-1325 POLSON DRIVE  
VERNON BC  
V1T 8H2 Canada

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## HISTORY

(Showing most recent first)

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### AMENDMENT

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**Registration Date and Time:** November 9, 2021 at 6:44:13 am Pacific time  
**Registration Number:** 358358N  
**Description:** AMEND DEBTOR FROM GRANDE WEST TRANSPORTATION INTERNATIONAL LTD. 3168 262 STREET ALDERGROVE, BC, V4W2Z6 TO VICINITY MOTOR (BUS) CORP. 3168 262 STREET ALDERGROVE, BC, V4W2Z6

### Debtor Information

**VICINITY MOTOR (BUS) CORP.**  
(Formerly GRANDE WEST TRANSPORTATION INTERNATIONAL LTD.)

NAME CHANGED

#### Address

3168 262 STREET  
ALDERGROVE BC  
V4W 2Z6 Canada

### Registering Party Information

**AVS SYSTEMS INC.**

#### Address

201-1325 POLSON DR.  
VERNON BC  
V1T 8H2 Canada

**Base Registration Number: 466419P**

**Registration Description:** PPSA SECURITY AGREEMENT  
**Act:** PERSONAL PROPERTY SECURITY ACT  
**Base Registration Date and Time:** April 11, 2023 at 1:28:02 pm Pacific time  
**Current Expiry Date and Time:** April 11, 2033 at 11:59:59 pm Pacific time  
Expiry date includes subsequent registered renewal(s)  
**Trust Indenture:** No

**CURRENT REGISTRATION INFORMATION**  
(as of October 15, 2024 at 11:18:45 am Pacific time)

**Secured Party Information**

**EXPORT DEVELOPMENT CANADA**      **Address**  
150 SLATER STREET  
OTTAWA ON  
K1A 1K3 Canada

**Debtor Information**

**VICINITY MOTOR (BUS) CORP.**      **Address**  
3133 262ND STREET  
ALDERGROVE BC  
V4W 2Z6 Canada

**VICINITY MOTOR (BUS) CORP.**      **Address**  
26180 31B AVENUE  
ALDERGROVE BC  
V4W 2Z6 Canada

**VICINITY MOTOR (BUS) CORP.**      **Address**  
3168 262ND STREET  
ALDERGROVE BC  
V4W 2Z6 Canada



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

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### Vehicle Collateral

None

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### General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

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### Original Registering Party

**EXPORT DEVELOPMENT CANADA**

**Address**

150 SLATER STREET  
OTTAWA ON  
K1A 1K3 Canada

This is **Exhibit "F"** referred to in the affidavit of Chelsea Denton sworn before me at Vancouver, British Columbia this 16 day of October 2024.



---

A Commissioner for taking Affidavits  
For British Columbia

**Business Debtor - "VICINITY MOTOR CORP."**

**Search Date and Time:** October 15, 2024 at 11:19:19 am Pacific time  
**Account Name:** DENTONS CANADA LLP  
**Folio Number:** 6764-506954-791

**TABLE OF CONTENTS**

7 Matches in 4 Registrations in Report

Exact Matches: 7 (\*)

Total Search Report Pages: 12

	<b>Base Registration</b>	<b>Base Registration Date</b>	<b>Debtor Name</b>	<b>Page</b>
1	<a href="#">308782K</a>	October 2, 2017	* VICINITY MOTOR CORP	<a href="#">2</a>
2	<a href="#">211186P</a>	November 21, 2022	* VICINITY MOTOR CORP.	<a href="#">7</a>
3	<a href="#">430061P</a>	March 23, 2023	* VICINITY MOTOR CORP	<a href="#">9</a>
4	<a href="#">466417P</a>	April 11, 2023	* VICINITY MOTOR CORP. * VICINITY MOTOR CORP. * VICINITY MOTOR CORP. * VICINITY MOTOR CORP.	<a href="#">11</a>

**PERSONAL PROPERTY REGISTRY SEARCH RESULT**

BC Registries and Online Services

**Base Registration Number: 308782K**

<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	October 2, 2017 at 2:38:16 pm Pacific time
<b>Current Expiry Date and Time:</b>	October 2, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	No

**CURRENT REGISTRATION INFORMATION**

(as of October 15, 2024 at 11:19:19 am Pacific time)

**Secured Party Information****ROYAL BANK OF CANADA****Address**200 BAY STREET, 30TH FLOOR  
TORONTO ON  
M5J 2J5 Canada**Debtor Information****GRANDE WEST TRANSPORTATION  
GROUP INC****Address**3168 262ND STREET  
ALDERGROVE BC  
V4W 2Z6 Canada**VICINITY MOTOR CORP****Address**3168 262ND STREET  
ALDERGROVE BC  
V4W 2Z6 Canada

### Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA3JA098315
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA5JA098316
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA7JA098317
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA9JA098318
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA7JA098320
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA9JA098321
Motor Vehicle (MV)	2018	GRANDE WEST, VICINITY / -	2G9B30AA0JA098370

### General Collateral

**Base Registration General Collateral:**

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY; ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS. ,THE COMPLETE ADDRESS OF THE SECURED PARTY S0001 IS AS FOLLOWS: ROYAL BANK OF CANADA, 200 BAY STREET, 30TH FLOOR, SOUTH TOWER, TORONTO, ONTARIO M5J 2J5.

### Original Registering Party

**BORDEN LADNER GERVAIS LLP**

**Address**

1200-200 BURRARD STREET  
VANCOUVER BC  
V7X 1T2 Canada

---

## HISTORY

(Showing most recent first)

---

### RENEWAL

---

**Registration Date and Time:** September 20, 2022 at 9:12:28 am Pacific time  
**Registration Number:** 988807N  
**Registration Life:** 5 Years  
**New Expiration Date and Time:** October 2, 2027 at 11:59:59 pm Pacific time

### Registering Party Information

**BORDEN LADNER GERVAIS LLP  
(VANCOUVER)**

**Address**

BOX 48600 1200 WATERFRONT CENTRE  
200 BURRARD STREET  
VANCOUVER BC  
V7X 1T2 Canada

### AMENDMENT

---

**Registration Date and Time:** March 29, 2021 at 4:45:53 pm Pacific time  
**Registration Number:** 863838M  
**Description:** DEBTOR NAME/ADDRESS CHANGE;

### Debtor Information

**VICINITY MOTOR CORP**  
ADDED

**Address**

3168 262ND STREET  
ALDERGROVE BC  
V4W 2Z6 Canada

### Registering Party Information

**BORDEN LADNER GERVAIS LLP**

**Address**

1200-200 BURRARD STREET  
VANCOUVER BC  
V7X 1T2 Canada

**AMENDMENT**

---

**Registration Date and Time:** March 7, 2019 at 10:33:30 am Pacific time  
**Registration Number:** 356767L  
**Description:** ADD SERIAL NUMBERED GOODS;

**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA3JA098315
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA5JA098316
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA7JA098317
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA9JA098318
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA7JA098320
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA9JA098321
Motor Vehicle (MV) ADDED	2018	GRANDE WEST, VICINITY / -	2G9B30AA0JA098370



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Registering Party Information

**BORDEN LADNER GERVAIS LLP**

**Address**

1200-200 BARRARD STREET  
VANCOUVER BC  
V7X 1T2 Canada

**PERSONAL PROPERTY REGISTRY SEARCH RESULT**

BC Registries and Online Services

**Base Registration Number: 211186P**

<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	November 21, 2022 at 5:16:46 pm Pacific time
<b>Current Expiry Date and Time:</b>	November 21, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	Yes

**CURRENT REGISTRATION INFORMATION**

(as of October 15, 2024 at 11:19:19 am Pacific time)

**Secured Party Information**

<b>FLEET WING ENTERPRISES LTD.</b>	<b>Address</b>
	33320 FIRST AVENUE MISSION BC V2V 1G8 Canada

**Debtor Information**

<b>VICINITY MOTOR CORP.</b>	<b>Address</b>	
	3168 262 ST ALDERGROVE BC V4W 2Z6 Canada	
<b>LAGOURGUE, JOHN MARC</b>	<b>Address</b>	<b>Birthdate</b>
	401-1441 JOHNSTON RD WHITE ROCK BC V4B 3Z4 Canada	May 12, 1969

**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2022	JEEP / GRAND CHEROKEE	1C4RJYE66N8735302



**General Collateral**

Base Registration General Collateral:

VEHICLE LEASE PROCEEDS

---

**Original Registering Party**

**FLEET WING ENTERPRISES LTD.**

**Address**

33320 FIRST AVENUE  
MISSION BC  
V2V 1G8 Canada

**Base Registration Number: 430061P**

**Registration Description:** PPSA SECURITY AGREEMENT  
**Act:** PERSONAL PROPERTY SECURITY ACT  
**Base Registration Date and Time:** March 23, 2023 at 8:39:16 am Pacific time  
**Current Expiry Date and Time:** March 23, 2029 at 11:59:59 pm Pacific time  
 Expiry date includes subsequent registered renewal(s)  
**Trust Indenture:** No

**CURRENT REGISTRATION INFORMATION**

(as of October 15, 2024 at 11:19:19 am Pacific time)

**Secured Party Information**

**THE BANK OF NOVA SCOTIA**      **Address**  
 10 WRIGHT BOULEVARD  
 STRATFORD ON  
 N5A 7X9 Canada

**Debtor Information**

**VICINITY MOTOR CORP**      **Address**  
 3168 262ND ST  
 ALDERGROVE BC  
 V4W 2Z6 Canada

**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2022	Ram / 1500	1C6SRFVT9NN196719

### General Collateral

**Base Registration General Collateral:**

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

---

### Original Registering Party

**D + H LIMITED PARTNERSHIP**

**Address**

2 ROBERT SPECK PARKWAY, 15TH FLOOR  
MISSISSAUGA ON  
L4Z 1H8 Canada

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**Base Registration Number: 466417P**

<b>Registration Description:</b>	PPSA SECURITY AGREEMENT
<b>Act:</b>	PERSONAL PROPERTY SECURITY ACT
<b>Base Registration Date and Time:</b>	April 11, 2023 at 1:27:31 pm Pacific time
<b>Current Expiry Date and Time:</b>	April 11, 2033 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
<b>Trust Indenture:</b>	No

### CURRENT REGISTRATION INFORMATION

(as of October 15, 2024 at 11:19:19 am Pacific time)

#### Secured Party Information

**EXPORT DEVELOPMENT CANADA**

**Address**

150 SLATER STREET  
OTTAWA ON  
K1A 1K3 Canada

**Debtor Information**

**VICINITY MOTOR CORP.**

**Address**

3168 262ND STREET  
ALDERGROVE BC  
V4W 2Z6 Canada

**VICINITY MOTOR CORP.**

**Address**

26180 31B AVENUE  
ALDERGROVE BC  
V4W 2Z6 Canada

**VICINITY MOTOR CORP.**

**Address**

3133 262ND STREET  
ALDERGROVE BC  
V4W 2Z6 Canada

**VICINITY MOTOR CORP.**

**Address**

26183 30A AVENUE  
ALDERGROVE BC  
V4W 2W6 Canada

---

**Vehicle Collateral**

None

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**General Collateral**

**Base Registration General Collateral:**

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

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**Original Registering Party**

**EXPORT DEVELOPMENT CANADA**

**Address**

150 SLATER STREET  
OTTAWA ON  
K1A 1K3 Canada

This is **Exhibit "G"** referred to in the affidavit of Chelsea Denton sworn before me at Vancouver, British Columbia this 16 day of October 2024.



---

A Commissioner for taking Affidavits  
For British Columbia

**CSC**

www.cscglobal.com

CSC- New York  
Suite 200  
19 West 44th Street  
New York, NY 10036  
212-299-5600  
212-299-5656 (Fax)**Matter#** 506954-791**Order#** 574007-3**Project Id :****Order Date** 08/02/2024

**Subject:** VICINITY MOTOR (BUS) CORP.  
**Jurisdiction:** DE - Secretary Of State  
**Request for:** UCC Debtor Search  
**Thru Date:** July 10, 2024  
**Result:** Clear

Ordered by MIRIAM DOMINGUEZ at DENTONS CANADA LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Jeffrey Boyle

Jeffrey.Boyle@cscglobal.com

**Corporation Service Company(R) Terms and Conditions**

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

# Delaware

The First State

**CERTIFICATE**

**SEARCHED AUGUST 2, 2024 AT 12:49 P.M.  
FOR DEBTOR, VICINITY MOTOR (BUS) CORP.**

**THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THERE ARE NO PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS OR UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, VICINITY MOTOR (BUS) CORP. AS OF JULY 10, 2024 AT 11:59 P.M.**



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20258139976-UCC11  
SR# 20243312657

Authentication: 204076611  
Date: 08-02-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

This is **Exhibit "H"** referred to in the affidavit of Chelsea Denton sworn before me at Vancouver, British Columbia this 16 day of October 2024.



---

A Commissioner for taking Affidavits  
For British Columbia

CSC

www.cscglobal.com

CSC- New York  
 Suite 200  
 19 West 44th Street  
 New York, NY 10036  
 212-299-5600  
 212-299-5656 (Fax)

**Matter#** 506954-791**Order#** 574007-1**Project Id :****Order Date** 08/02/2024

<b>Subject:</b>	<b>VICINITY MOTOR (BUS) USA CORP.</b>
<b>Jurisdiction:</b>	<b>DE - Secretary Of State</b>
<b>Request For:</b>	<b>UCC Debtor Search</b>
<b>Result:</b>	<b>Records found</b>
<b>Thru Date:</b>	<b>July 10, 2024</b>
<b>No. of findings:</b>	10
<b>Original UCC Filings:</b>	2
<b>Amendments:</b>	7
<b>Continuations:</b>	1
<b>Assignments:</b>	0
<b>Releases:</b>	0
<b>Corrections:</b>	0
<b>Terminations:</b>	0

Ordered by MIRIAM DOMINGUEZ at DENTONS CANADA LLP

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If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Jeffrey Boyle

[Jeffrey.Boyle@cscglobal.com](mailto:Jeffrey.Boyle@cscglobal.com)

**Corporation Service Company(R) Terms and Conditions**

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

**CSC**

www.cscglobal.com

CSC- New York  
 Suite 200  
 19 West 44th Street  
 New York, NY 10036  
 212-299-5600  
 212-299-5656 (Fax)

**Matter#** 506954-791**Order#** 574007-1**Project Id :****Order Date** 08/02/2024**Subject:** VICINITY MOTOR (BUS) USA CORP.**Jurisdiction:** DE - Secretary Of State**Request for:** UCC Debtor Search**Result:** Records found

**File Type:** Original  
**File Number:** 20177059766  
**File Date :** 10/23/2017  
**Current Secured Party of Record:** ROYAL BANK OF CANADA

**File Type:** Amendment  
**File Number:** 20218197262  
**File Date :** 10/13/2021  
**Original File Number:** 20177059766

**File Type:** Continuation  
**File Number:** 20227842719  
**File Date :** 09/19/2022  
**Original File Number:** 20177059766

**File Type:** Original  
**File Number:** 20232612512  
**File Date :** 04/06/2023  
**Current Secured Party of Record:** EXPORT DEVELOPMENT CANADA

**File Type:** Amendment  
**File Number:** 20232929361  
**File Date :** 04/21/2023  
**Original File Number:** 20232612512

**File Type:** Amendment  
**File Number:** 20232929478  
**File Date :** 04/21/2023  
**Original File Number:** 20232612512

**File Type:** Amendment  
**File Number:** 20235767628  
**File Date :** 08/22/2023  
**Original File Number:** 20232612512

CSC

[www.cscglobal.com](http://www.cscglobal.com)

CSC- New York  
Suite 200  
19 West 44th Street  
New York, NY 10036  
212-299-5600  
212-299-5656 (Fax)

**File Type:** Amendment  
**File Number:** 20235767677  
**File Date :** 08/22/2023  
**Original File Number:** 20232612512

**File Type:** Amendment  
**File Number:** 20235767693  
**File Date :** 08/22/2023  
**Original File Number:** 20232612512

**File Type:** Amendment  
**File Number:** 20236479686  
**File Date :** 09/25/2023  
**Original File Number:** 20232612512

Ordered by MIRIAM DOMINGUEZ at DENTONS CANADA LLP

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If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Jeffrey Boyle

[Jeffrey.Boyle@cscglobal.com](mailto:Jeffrey.Boyle@cscglobal.com)

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# Delaware

Page 1

The First State

## CERTIFICATE

SEARCHED AUGUST 2, 2024 AT 1:35 P.M.  
FOR DEBTOR, VICINITY MOTOR (BUS) USA CORP.

1 OF 2                      FINANCING STATEMENT                      20177059766

EXPIRATION DATE: 10/23/2027

DEBTOR: GRANDE WEST TRANSPORTATION INTERNATIONAL US, INC.

26180-31B AVENUE                      ADDED      10-23-17

ALDERGROVE, BC CA V4W2Z6                      REMOVED 10-13-21

DEBTOR: VICINITY MOTOR (BUS) USA CORP.

26180-31B AVENUE                      ADDED      10-13-21

ALDERGROVE, BC CA V4W2Z6

SECURED: ROYAL BANK OF CANADA

200 BAY STREET, 30TH FLOOR, SOUTH                      ADDED      10-23-17  
TOWER

TORONTO, ON CA M5J2J5

## F I L I N G   H I S T O R Y

20177059766	FILED 10-23-17	AT 12:44 P.M.	FINANCING STATEMENT
20218197262	FILED 10-13-21	AT 5:46 P.M.	AMENDMENT
20227842719	FILED 09-19-22	AT 6:17 P.M.	CONTINUATION



  
Jeffrey W. Bullock, Secretary of State

20258140958-UCC11  
SR# 20243313411

Authentication: 204077126  
Date: 08-02-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State

2 OF 2

FINANCING STATEMENT

20232612512

DEBTOR: EXPIRATION DATE: 04/06/2028  
VICINITY MOTOR (BUS) USA CORP.

3168 262ND STREET

ADDED 04-06-23

ALDERGROVE, BC CA V4W2Z6

REMOVED 04-21-23

DEBTOR: VICINITY MOTOR (BUS) USA CORP.

5457 PACIFIC FERN DRIVE

ADDED 04-21-23

FERNDALE, WA US 98248

SECURED: EXPORT DEVELOPMENT CANADA

150 SLATER STREET

ADDED 04-06-23

OTTAWA, ON CA K1A1K3

F I L I N G H I S T O R Y

20232612512	FILED 04-06-23	AT 7:33 P.M.	FINANCING STATEMENT
20232929361	FILED 04-21-23	AT 4:34 P.M.	AMENDMENT
20232929478	FILED 04-21-23	AT 4:37 P.M.	AMENDMENT
20235767628	FILED 08-22-23	AT 7:47 P.M.	AMENDMENT
20235767677	FILED 08-22-23	AT 8:03 P.M.	AMENDMENT



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

20258140958-UCC11  
SR# 20243313411

Authentication: 204077126  
Date: 08-02-24

# Delaware

Page 3

The First State

20235767693 FILED 08-22-23 AT 8:08 P.M. AMENDMENT

20236479686 FILED 09-25-23 AT 4:29 P.M. AMENDMENT

E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, VICINITY MOTOR (BUS) USA CORP. AS OF JULY 10, 2024 AT 11:59 P.M.



  
Jeffrey W. Bullock, Secretary of State

20258140958-UCC11  
SR# 20243313411

Authentication: 204077126  
Date: 08-02-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Please Return to Kristin Alberti <b>CT Corporation</b> 1350 Treat Blvd, Suite 350 Walnut Creek, CA 94597

Delaware Department of State  
 U.C.C. Filing Section  
 Filed: 12:44 PM 10/23/2017  
 U.C.C. Initial Filing No: 2017 7059766  
 Service Request No: 20176737973

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Grande West Transportation International US, Inc.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>26180-31B Avenue</b>	<b>Aldergrove</b>	<b>BC</b>	<b>V4W2Z6</b>	<b>CAN</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>Royal Bank of Canada</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>200 Bay Street, 30th Floor, South Tower</b>	<b>Toronto</b>	<b>ON</b>	<b>M5J 2J5</b>	<b>CAN</b>

4. COLLATERAL: This financing statement covers the following collateral:  
**See attached**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

**File:**

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of October 23, 2017 (as the same may hereafter be amended, modified or supplemented from time to time, the “**Security Agreement**”), is made and given by **GRANDE WEST TRANSPORTATION INTERNATIONAL US, INC.** a corporation organized under the laws of the State of Delaware (“**Grantor**”), to **ROYAL BANK OF CANADA**, a Canadian Chartered Bank (the “**Bank**”).

### RECITALS

A. The Bank is entering into that certain Loan Agreement of even date herewith with Grande West Transportation International Ltd. (the “**Borrower**”), as borrower, and Grantor, *inter alia*, as guarantor (as may be amended, restated, modified, extended or renewed from time to time, the “**Loan Agreement**”); and

B. In order to induce the Bank to make the financial accommodations being provided to Borrower pursuant to the Loan Agreement, Grantor has executed and delivered to Bank a Guaranty of even date herewith (as the same may hereafter be amended, modified or supplemented from time to time, the “**Guaranty**”); and

C. In order to further induce the Bank to make the financial accommodations being provided to Borrower pursuant to the Loan Agreement, Grantor desires to pledge, grant, transfer and assign to Bank a security interest in the Collateral (as hereinafter defined) to secure the Obligations (as hereinafter defined) as provided herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto agree as follows:

### Section 1. Defined Terms.

(a) As used in this Security Agreement, the following terms shall have the meanings indicated:

“**Account**” means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated, sponsored, licensed or authorized by a state or governmental unit of a state, or Person licensed or authorized to operate the game by a state or governmental unit of a state.

“**Account Debtor**” shall mean a Person who is obligated on or under any Account, Chattel Paper, Instrument or General Intangible.

“**Borrower**” shall have the meaning indicated in Recital A.

**“Chattel Paper”** shall mean a record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods.

**“Collateral”** shall mean all property and rights in property now owned or hereafter at any time acquired by Grantor in or upon which a Security Interest is granted to the Bank by Grantor under this Security Agreement.

**“Deposit Account”** shall mean any demand, time, savings, passbook or similar account maintained with a bank.

**“Document”** shall mean a document of title or a warehouse receipt.

**“Equipment”** shall mean all machinery, equipment, motor vehicles, furniture, furnishings and fixtures, including all accessions, accessories and attachments thereto, and any guaranties, warranties, indemnities and other agreements of manufacturers, vendors and others with respect to such Equipment.

**“Event of Default”** shall have the meaning given to such term in Section 18 hereof.

**“Financing Statement”** shall have the meaning given to such term in Section 4 hereof.

**“Fixtures”** shall mean goods that have become so related to particular real property that an interest in them arises under real property law.

**“General Intangibles”** shall mean any personal property (other than goods, Accounts, Chattel Paper, Deposit Accounts, Documents, Instruments, Investment Property, Letter of Credit Rights and money) including things in action, contract rights, payment intangibles, software, corporate and other business records, inventions, designs, patents, patent applications, service marks, trademarks, trade names, trade secrets, internet domain names, engineering drawings, good will, registrations, copyrights, licenses, franchises, customer lists, tax refund claims, royalties, licensing and product rights, rights to the retrieval from third parties of electronically processed and recorded data and all rights to payment resulting from an order of any court. Notwithstanding the foregoing, General Intangibles do not include any permit, contract, document, instrument or agreement the assignment or transfer of which, or the creation, attachment or perfection of a security interest in which, by any term in such permit, contract, document, instrument or agreement, is prohibited or restricted or requires the consent of a person other than the Grantor or the Bank, unless and until such required consent is obtained or is waived or unless and to the extent that such term in such permit, contract, document, instrument or agreement is rendered ineffective by applicable law.

**“Guaranty”** shall have the meaning indicated in Recital B.

**“Instrument”** shall mean a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation and is not itself a security agreement or lease and is of a type that is transferred in the ordinary course of business by delivery with any necessary endorsement or assignment.

**“Inventory”** shall mean goods, other than farm products, that are leased by a Person as lessor, are held by a Person for sale or lease or to be furnished under a contract of service, are furnished by a Person under a contract of service, or consist of raw materials, work in process, or materials used or consumed in a business or incorporated or consumed in the production of any of the foregoing and supplies, in each case wherever the same shall be located, whether in transit, on consignment, in retail outlets, warehouses, terminals or otherwise, and all property the sale, lease or other disposition of which has given rise to an Account and which has been returned to Grantor or repossessed by Grantor or stopped in transit.

**“Investment Property”** shall mean a security, whether certificated or uncertificated, a security entitlement, a securities account and all financial assets therein, a commodity contract or a commodity account.

**“Letter of Credit Right”** shall mean a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

**“Lien”** shall mean any security interest, mortgage, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device (including the interest of the lessors under capitalized leases) in, of or on any assets or properties of the Person referred to.

**“Loan Agreement”** shall have the meaning indicated in Recital A.

**“Obligations”** shall mean all indebtedness, liabilities and obligations of Grantor to the Bank of every kind, nature or description, whether due or to become due, and whether now existing or hereafter arising or incurred, including indebtedness, liabilities and obligations of Grantor to the Bank under the Guaranty and this Security Agreement.

**“Person”** shall mean any individual, corporation, partnership, limited partnership, limited liability company, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision or any other entity, whether acting in an individual, fiduciary or other capacity.

**“Security Interest”** shall have the meaning given such term in Section 2 hereof.

(b) All other terms used in this Security Agreement that are not specifically defined herein shall have the meanings assigned to such terms in Article 9 of the Uniform Commercial Code as in effect in the State of Delaware.

(c) Unless the context of this Security Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and “or” has the inclusive meaning represented by the phrase “and/or.” The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “hereof,” “herein,” “hereunder” and similar terms in this Security Agreement refer to this Security Agreement as a whole and not to any particular provision of this Security Agreement. References to Sections are references to Sections in this Security Agreement unless otherwise provided.

Section 2. Grant of Security Interest. As security for the payment and performance of all of the Obligations, Grantor hereby grants to the Bank a security interest (the “**Security Interest**”) in all of Grantor’s right, title, and interest in and to all of its personal property, including the following, whether now or hereafter owned, existing, arising or acquired and wherever located:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all Fixtures;
- (g) all General Intangibles;
- (h) all Instruments;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all Letter of Credit Rights; and

(l) to the extent not otherwise included in the foregoing, all other rights to the payment of money, including rents and other sums payable to Grantor under leases, rental agreements and other Chattel Paper; all books, correspondence, credit files, records, invoices, bills of lading, and other documents relating to any of the foregoing, including all tapes, cards, disks, computer software, computer runs, and other papers and documents in the possession or control of Grantor or any computer bureau from time to time acting for Grantor; all rights in, to and under all policies insuring the life of any officer, director, stockholder or employee of Grantor, the proceeds of which are payable to Grantor; all accessions and additions to, parts and appurtenances of, substitutions for and replacements of any of the foregoing; and all proceeds (including insurance proceeds) and products thereof.

Section 3. Grantor Remains Liable. Notwithstanding anything herein to the contrary, (a) Grantor shall remain liable under the Accounts, Chattel Paper, General Intangibles and other items included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, (b) the exercise by the Bank of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the Accounts or any other items included in the Collateral, and (c) the Bank shall have no obligation or liability under Accounts, Chattel Paper, General Intangibles or other items included in the Collateral by reason of this Security Agreement, nor shall the Bank be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Title to Collateral. Grantor has (or will have at the time it acquires rights in Collateral hereafter acquired or arising), and will maintain so long as the Security Interest may remain outstanding, title to or have other rights in each item of Collateral (including the proceeds and products thereof), free and clear of all Liens except (a) the Security Interest; and (b) Permitted Encumbrances (as defined in the Loan Agreement). Grantor will not license any Collateral without the prior written consent of the Bank. Grantor will defend the Collateral against all claims or demands of all Persons (other than the Bank and holders of the liens permitted in this Section 4) claiming the Collateral or any interest therein. As of the date of execution of this Security Agreement, no effective financing statement or other similar document used to perfect and preserve a security interest under the laws of any jurisdiction (a "**Financing Statement**") covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Bank relating to this Security Agreement or by other permitted lienholders referenced in this Section 4.

Section 5. Disposition of Collateral. Grantor will not sell, lease or otherwise dispose of, or discount or factor with or without recourse, any Collateral, except for sales of items of Inventory in the ordinary course of business and dispositions of obsolete, worn out Equipment or other Equipment that is immediately replaced with comparable equipment.

Section 6. Names, Offices, Locations, Jurisdiction of Organization. Grantor's legal name (as set forth in its constituent documents filed with the appropriate governmental official or agency) is as set forth in the opening paragraph hereof. The jurisdiction of organization of Grantor is the State of Delaware and the State file number of Grantor is set forth on the signature page of this Security Agreement. Grantor will from time to time at the request of the Bank provide the Bank with current good standing certificates and/or state-certified constituent documents from the appropriate governmental officials. The chief place of business and chief executive office of Grantor are located at its address set forth on the signature page hereof. Grantor will not locate or relocate any item of Collateral into any jurisdiction in which an additional Financing Statement would be required to be filed to maintain the Bank's perfected security interest in such Collateral. Grantor will not change its name, the location of its chief place of business or chief executive office or its corporate structure (including its jurisdiction of organization) unless the Bank has been given at least 30 days prior written notice thereof and Grantor has executed and delivered to the Bank such Financing Statements and other instruments required or appropriate to continue the perfection of the Security Interest.

Section 7. Rights to Payment. Except as Grantor may otherwise advise the Bank in writing, each Account, Chattel Paper, Document, General Intangible and Instrument constituting or evidencing Collateral is (or, in the case of all future Collateral, will be when arising or issued) the valid, genuine and legally enforceable obligation of the Account Debtor or other obligor named therein or in Grantor's records pertaining thereto as being obligated to pay or perform such obligation. Without the Bank's prior written consent, Grantor will not agree to any modifications, amendments, subordinations, cancellations or terminations of the obligations of any such Account Debtor or other obligor except in the ordinary course of business in accordance with past practice. Grantor will perform and comply in all material respects with all its obligations under any items included in the Collateral and exercise promptly and diligently its rights thereunder.

Section 8. Further Assurances; Attorney-in-Fact.

(a) Grantor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Bank may reasonably request, in order to perfect and protect the Security Interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any Collateral (but any failure to request or assure that Grantor execute and deliver such instrument or documents or to take such action shall not affect or impair the validity, sufficiency or enforceability of this Security Agreement and the Security Interest, regardless of whether any such item was or was not executed and delivered or action taken in a similar context or on a prior occasion). Without limiting the generality of the foregoing, Grantor will, promptly and from time to time at the request of the Bank: (i) execute and file such Financing Statements or continuation statements in respect thereof, or amendments thereto, and such other instruments or notices (including fixture filings with any necessary legal descriptions as to any goods included in the Collateral that the Bank determines might be deemed to be fixtures, and instruments and notices with respect to vehicle titles), as may be necessary or desirable, or as the Bank may request, in order to perfect, preserve, and enhance the Security Interest granted or purported to be granted hereby; (ii) obtain from any bailee holding any item of Collateral an acknowledgement, in form satisfactory to the Bank that such bailee holds such collateral for the benefit of the Bank; (iii) obtain from any securities intermediary, or other party holding any item of Collateral, control agreements in form satisfactory to the Bank; (iv) deliver and pledge to the Bank all Instruments and Documents, duly endorsed or accompanied by duly executed instruments of transfer or assignment, with full recourse to Grantor, all in form and substance satisfactory to the Bank; and (v) obtain waivers, in form satisfactory to the Bank, of any claim to any Collateral from any landlords or mortgagees of any property where any Inventory or Equipment is located.

(b) Grantor hereby authorizes the Bank to file one or more Financing Statements or continuation statements in respect thereof, and amendments thereto, relating to all or any part of the Collateral without the signature of Grantor where permitted by law. Grantor irrevocably waives any right to notice of any such filing. A photocopy or other reproduction of this Security Agreement or any Financing Statement covering the Collateral or any part thereof shall be sufficient as a Financing Statement where permitted by law.

(c) Grantor will furnish to the Bank from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Bank may reasonably request, all in reasonable detail and in form and substance reasonably satisfactory to the Bank.

(d) In furtherance, and not in limitation, of the other rights, powers and remedies granted to the Bank in this Security Agreement, Grantor hereby appoints the Bank Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time after the occurrence and during the continuation of an Event of Default, and in the Bank's good faith discretion, to take any action (including the right to collect on any Collateral) and to execute any instrument that the Bank may reasonably believe is necessary or advisable to accomplish the purposes of this Security Agreement, in a manner consistent with the terms hereof.

Section 9. Taxes and Claims. Grantor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest, as well as all other claims of any kind (including claims for labor, material and supplies) against or with respect to the Collateral, except to the extent (a) such taxes, charges or claims are being contested in good faith by appropriate proceedings, (b) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (c) such taxes, charges or claims are adequately reserved against on Grantor's books in accordance with generally accepted accounting principles.

Section 10. Books and Records. Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including a record of all payments received and credits granted with respect to all Accounts, Chattel Paper and other items included in the Collateral.

Section 11. Inspection, Reports, Verifications. Grantor will at all reasonable times permit the Bank or its representatives to examine or inspect any Collateral, any evidence of Collateral and Grantor's books and records concerning the Collateral, wherever located. Grantor will from time to time when requested by the Bank furnish to the Bank a report on its Accounts, Chattel Paper, General Intangibles and Instruments, naming the Account Debtors or other obligors thereon, the amount due and the aging thereof. The Bank or its designee is authorized to contact Account Debtors and other Persons obligated on any such Collateral from time to time to verify the existence, amount and/or terms of such Collateral.

Section 12. Notice of Loss. Grantor will promptly notify the Bank of any material loss of or material damage to any material item of Collateral or of any substantial adverse change, known to Grantor, in any material item of Collateral or the prospect of payment or performance thereof.

Section 13. Insurance. Grantor will keep the Inventory and Equipment insured against "all risks" for the full replacement cost thereof and with an insurance company or companies satisfactory to the Bank, the policies to protect the Bank as its interests may appear, with such policies or certificates with respect thereto to be delivered to the Bank at its request. Each such policy or the certificate with respect thereto shall provide that such policy shall not be canceled or allowed to lapse unless at least 30 days prior written notice is given to the Bank.

Section 14. Lawful Use; Fair Labor Standards Act. Grantor will use and keep the Collateral, and will require that others use and keep the Collateral, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance. All Inventory of Grantor as of the date of this Security Agreement that was produced by Grantor or with respect to which Grantor performed any manufacturing or assembly process was produced by Grantor (or such manufacturing or assembly process was conducted) in compliance in all material respects with all requirements of the Fair Labor Standards Act, and all inventory produced, manufactured or assembled by Grantor after the date of this Security Agreement will be so produced, manufactured or assembled, as the case may be.

Section 15. Action by the Bank. If Grantor at any time fails to perform or observe any of the foregoing agreements, the Bank shall have (and Grantor hereby grants to the Bank) the right, power and authority after notice from the Bank (but not the duty) to perform or observe such agreement

on behalf and in the name, place and stead of Grantor (or, at the Bank's option, in the Bank's name) and to take any and all other actions that the Bank may reasonably deem necessary to cure or correct such failure (including the payment of taxes, the satisfaction of Liens, the procurement and maintenance of insurance, the execution of assignments, security agreements and Financing Statements, and the endorsement of instruments), and Grantor shall thereupon pay to the Bank on demand the amount of all monies expended and all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Bank in connection with or as a result of the performance or observance of such agreements or the taking of such action by the Bank, together with interest thereon from the date expended or incurred at the rate of ten percent (10%) per annum, or the highest rate then permitted by applicable law, whichever is less, and all such monies expended, costs and expenses and interest thereon shall be part of the Obligations secured by the Security Interest.

Section 16. Insurance Claims. As additional security for the payment and performance of the Obligations, Grantor hereby assigns to the Bank any and all monies (including proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Grantor with respect to, any and all policies of insurance now or at any time hereafter covering the Collateral or any evidence thereof or any business records or valuable papers pertaining thereto. At any time, whether before or after the occurrence of any Event of Default, the Bank may (but need not), in the Bank's name or in Grantor's name, execute and deliver proofs of claim, receive all such monies, endorse checks and other instruments representing payment of such monies, and adjust, litigate, compromise or release any claim against the issuer of any such policy. Notwithstanding any of the foregoing, so long as no Event of Default exists, Grantor shall be entitled to all insurance proceeds with respect to Equipment or Inventory provided that such proceeds are applied to the cost of replacement Equipment or Inventory.

Section 17. Bank's Duties. The powers conferred on the Bank hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. The Bank shall be deemed to have exercised reasonable care in the safekeeping of any Collateral in its possession if such Collateral is accorded treatment substantially equal to the safekeeping that the Bank accords its own property of like kind. Except for the safekeeping of any Collateral in its possession and the accounting for monies and for other properties actually received by it hereunder, the Bank shall have no duty, as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Bank has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any Persons or any other rights pertaining to any Collateral. The Bank will take action in the nature of exchanges, conversions, redemptions, tenders and the like requested in writing by Grantor with respect to the Collateral in the Bank's possession if the Bank in its reasonable judgment determines that such action will not impair the Security Interest or the value of the Collateral, but a failure of the Bank to comply with any such request shall not of itself be deemed a failure to exercise reasonable care with respect to the taking of any necessary steps to preserve rights against any Persons or any other rights pertaining to any Collateral.

Section 18. Default. Each of the following occurrences shall constitute an "**Event of Default**" under this Security Agreement: (a) the failure of Grantor to pay or perform when due any of the Obligations; (b) the failure of Grantor to perform any agreement of Grantor contained herein or in

any other agreement with the Bank; (c) any statement, representation or warranty of Grantor made herein or at any time furnished to the Bank is untrue in any material respect as of the date made; (d) the entry of any judgment against Grantor that is not covered by insurance and is not paid (or for which enforcement is not stayed) for 30 consecutive days; (e) Grantor becomes insolvent or is generally not paying its debts as they become due; (f) the appointment of or assignment to a custodian, as that term is defined in the United States Bankruptcy Code, for any property of Grantor, or encumbrance, levy, seizure or attachment of any portion of the Collateral; (g) the commencement of any proceeding or the filing of a petition by or against Grantor under the provisions of the United States Bankruptcy Code for liquidation, reorganization or adjustment of debts or under any insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors, if such proceeding is not dismissed within 30 days; or (h) the dissolution, consolidation, or merger, or transfer of a substantial part of the property, of Grantor.

Section 19. Remedies on Default. Upon the occurrence of an Event of Default and at any time thereafter:

(a) The Bank may exercise and enforce any and all rights and remedies available to the Bank upon default under Article 9 of the Uniform Commercial Code as in effect in the State of Delaware.

(b) The Bank shall have the right to enter upon and into and take possession of all or such part or parts of the properties of Grantor, including lands, plants, buildings, Equipment, Inventory and other property as may be necessary or appropriate in the judgment of the Bank to permit or enable the Bank to manufacture, produce, process, store or sell or complete the manufacture, production, processing, storing or sale of all or any part of the Collateral, as the Bank may elect, and to use and operate said properties for said purposes and for such length of time as the Bank may deem necessary or appropriate for said purposes without the payment of any compensation to Grantor therefor. The Bank may require Grantor to, and Grantor hereby agrees that it will, at its expense and upon request of the Bank forthwith, assemble all or part of the Collateral as directed by the Bank and make it available to the Bank at a place or places to be designated by the Bank.

(c) Any disposition of Collateral may be in one or more parcels at public or private sale at any of the Bank's offices or elsewhere, for cash, on credit, or for future delivery, and upon such other terms as the Bank may reasonably believe are commercially reasonable. The Bank shall not be obligated to dispose of Collateral regardless of notice of sale having been given, and the Bank may adjourn any public or private sale from time to time by announcement made at the time and place fixed therefor, and such disposition may, without further notice, be made at the time and place to which it was so adjourned.

(d) The Bank is hereby granted a license or other right to use, without charge, all of Grantor's property, including all of Grantor's labels, trademarks, copyrights, patents and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale and selling any Collateral, and Grantor's rights under all licenses and all franchise agreements shall inure to the Bank's benefit until the Obligations are paid and performed in full.

(e) If notice to Grantor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given in the manner specified for the giving of notice in Section 24 hereof at least ten calendar days prior to the date of intended disposition or other action, and the Bank may exercise or enforce any and all other rights or remedies available by law or agreement against the Collateral, against Grantor, or against any other Person or property. The Bank (i) may dispose of the Collateral in its then present condition or following such preparation and processing as the Bank deems commercially reasonable, (ii) shall have no duty to prepare or process the Collateral prior to sale, (iii) may disclaim warranties of title, possession, quiet enjoyment and the like, and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Collateral.

Section 20. Remedies as to Certain Rights to Payment. Upon the occurrence and during the continuation of an Event of Default, the Bank may notify any Account Debtor or other Person obligated on any Account or other Collateral that the same have been assigned or transferred to the Bank and that the same should be performed as requested by, or paid directly to, the Bank, as the case may be. Grantor shall join in giving such notice, if the Bank so requests. The Bank may, in the Bank's name or in Grantor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such Collateral or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligation of any such Account Debtor or other Person. If any payments on any such Collateral are received by Grantor after an Event of Default has occurred, such payments shall be held in trust by Grantor as the property of the Bank and shall not be commingled with any funds or property of Grantor and shall be forthwith remitted to the Bank for application on the Obligations.

Section 21. Application of Proceeds. All cash proceeds received by the Bank in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Bank, be held by the Bank as collateral for, or then or at any time thereafter be applied in whole or in part by the Bank against, all or any part of the Obligations (including any expenses of the Bank payable pursuant to Section 22 hereof).

Section 22. Costs and Expenses Indemnity. Grantor will pay or reimburse the Bank on demand for all out-of-pocket expenses (including in each case all filing and recording fees and taxes and all reasonable fees and expenses of counsel and of any experts and agents) incurred by the Bank in connection with the creation, perfection, protection, satisfaction, foreclosure or enforcement of the Security Interest and the preparation, administration, continuance, amendment or enforcement of this Security Agreement, and all such costs and expenses shall be part of the Obligations secured by the Security Interest. Grantor shall indemnify and hold the Bank harmless from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) growing out of or resulting from this Security Agreement and the Security Interest hereby created (including enforcement of this Security Agreement) or the Bank's actions pursuant hereto, except claims, losses or liabilities resulting from the Bank's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. Any liability of Grantor to indemnify and hold the Bank harmless pursuant to the preceding sentence shall be part of the Obligations secured

by the Security Interest. The obligations of Grantor under this Section 22 shall survive any termination of this Security Agreement.

Section 23. Waivers; Remedies; Marshalling. This Security Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Bank. A waiver so signed shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to the Bank. All rights and remedies of the Bank shall be cumulative and may be exercised singly in any order or sequence, or concurrently, at the Bank's option, and the exercise or enforcement of any such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. Grantor hereby waives all requirements of law, if any, relating to the marshalling of assets that would be applicable in connection with the enforcement by the Bank of its remedies hereunder, absent this waiver.

Section 24. Notices. Any notice or other communication to any party in connection with this Security Agreement shall be in writing and shall be sent by manual delivery, overnight courier or United States or Canadian mail (postage prepaid) addressed to such party at the address specified on the signature page hereof, or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured from the date of delivery thereof if manually delivered, from the first business day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

Section 25. Grantor Acknowledgments. Grantor hereby acknowledges that (a) it has been advised by counsel in the negotiation, execution and delivery of this Security Agreement, (b) the Bank has no fiduciary relationship to Grantor, the relationship being solely that of debtor and creditor, and (c) no joint venture exists between Grantor and the Bank.

Section 26. Continuing Security Interest. This Security Agreement shall (a) create a continuing security interest in the Collateral and shall remain in full force and effect until payment and performance in full of the Obligations and the expiration of the obligations, if any, of the Bank to extend credit accommodations to the Debtor, (b) be binding upon Grantor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Bank and its successors, transferees, and assigns.

Section 27. Termination of Security Interest. Upon payment in full of the Obligations (other than contingent obligations) and the expiration of any obligation of the Bank to extend credit accommodations to Grantor, the Security Interest granted hereby shall terminate. Upon any such termination, the Bank will return to Grantor such of the Collateral then in the possession of the Bank as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination. Any reversion or return of Collateral upon termination of this Security Agreement and any instruments of transfer or termination shall be at the expense of Grantor and shall be without warranty by, or recourse to, the Bank. As used in this Section, "Grantor" includes any assigns of Grantor, any Person holding a subordinate security interest in any of the Collateral or whoever else may be lawfully entitled to any part of the Collateral.

Section 28. **Governing Law and Construction.** THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF DELAWARE. Whenever possible, each provision of this Security Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Security Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

Section 29. **Consent to Jurisdiction.** AT THE OPTION OF THE BANK, THIS SECURITY AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR STATE COURT SITTING IN THE STATE OF DELAWARE OR ANY FEDERAL COURT OR PROVINCIAL COURT SITTING IN THE PROVINCE OF BRITISH COLUMBIA, AND GRANTOR CONSENTS TO THE JURISDICTION AND VENUE OF EACH SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN ANY SUCH FORUM IS NOT CONVENIENT. IN THE EVENT GRANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS SECURITY AGREEMENT, THE BANK AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ANY OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED THAT THE BANK SELECTS, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

Section 30. **Waiver of Notice and Hearing.** GRANTOR HEREBY WAIVES ALL RIGHTS TO A JUDICIAL HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE BANK OF ITS RIGHTS TO POSSESSION OF THE COLLATERAL WITHOUT JUDICIAL PROCESS OR OF ITS RIGHTS TO REPLEVY, ATTACH, OR LEVY UPON THE COLLATERAL WITHOUT PRIOR NOTICE OR HEARING.

Section 31. **Waiver of Jury Trial.** EACH OF GRANTOR AND THE BANK, BY ITS ACCEPTANCE OF THIS SECURITY AGREEMENT, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 32. Judgment Currency.

(a) All payments to be made under this Security Agreement shall be made:

(i) without set-off or counterclaim; and

(ii) free and clear of and without deduction for or on account of all present and future taxes, levies, imposts, deductions, charges and withholdings whatsoever together with interest therein and penalties with respect thereto, if any, and any payments made on or in respect thereof (collectively "**Taxes**") unless Grantor is compelled by law to make payment subject to such Taxes.

All Taxes in respect of any matter relating to or arising out of this Security Agreement and any amounts paid or payable hereunder shall be paid by Grantor when due and in any event prior to the date on which penalties attach thereto. Grantor will indemnify the Bank in respect of all such Taxes. In addition, if any Taxes or amounts in respect thereof must be deducted or withheld from any amounts payable or paid by Grantor hereunder, Grantor shall pay such additional amounts as may be necessary to ensure that, after all required deductions or withholdings (including deductions and withholdings resulting from any additional amounts required to be paid by reason of this paragraph), the Bank receives a net amount equal to the full amount that it would have received had payment not been made subject to such Taxes.

Grantor shall deliver to the Bank evidence reasonably satisfactory to the Bank (including all relevant Tax receipts) that each payment by Grantor hereunder of Tax or in respect of Taxes in respect of matters relating to or arising out of this Security Agreement on any amount paid or payable hereunder has been duly remitted to the appropriate authority, within 10 days of receipt of a written request by the Bank to do so.

(b) If:

(i) any amount payable under, or in connection with any matter relating to or arising out of, this Security Agreement is received by the Bank in a currency (herein called the "**Payment Currency**") other than the currency specified in the demand for payment pursuant to the Guaranty (herein called the "**Agreed Currency**"), whether voluntarily or pursuant to an order, judgment or decision of any court, tribunal, arbitration panel or administrative agency or as a result of any bankruptcy, receivership, liquidation or other insolvency type proceedings or otherwise; and

(ii) the amount so produced by converting the Payment Currency so received into the Agreed Currency is less than the relevant amount of the Agreed Currency owing under this Security Agreement;

then:

(iii) the amount so received shall constitute a discharge of the liability of Grantor under or in connection with this Security Agreement only to the extent of the amount received following the conversion described in paragraph (ii) above; and

(iv) Grantor shall indemnify and save the Bank harmless from and against such deficiency and any loss or damage arising as a result thereof.

Any conversion pursuant to the preceding paragraph shall be made at such prevailing rate of exchange on the date the Payment Currency is received by the Bank and in such market as is determined by the Bank as being the most appropriate for such conversion. Grantor shall in addition pay the reasonable costs of such conversion.

(c) The indemnity set out above:

(i) is an obligation of Grantor that is separate and independent from all other obligations of Grantor under this Security Agreement;

(ii) applies irrespective of any indulgence granted by or on behalf of the Bank;  
and

(iii) continues in full force and effect notwithstanding, and does not merge with, any order, judgment or decision of any court, tribunal, arbitration panel or administrative agency or as a result of any bankruptcy, receivership, liquidation or other insolvency-type proceeding or otherwise as to any amount due under this Security Agreement or in connection therewith

Section 33. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 34. General. All representations and warranties contained in this Security Agreement or in any other agreement between Grantor and the Bank shall survive the execution, delivery and performance of this Security Agreement and the creation and payment of the Obligations. Grantor waives notice of the acceptance of this Security Agreement by the Bank. Captions in this Security Agreement are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Security Agreement.

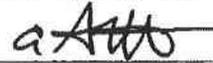
Section 35. Delivery. Delivery by facsimile or by electronic transmission in portable document format (PDF) of the executed copy of this Security Agreement is as effective as delivery of an originally executed copy of this Security Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, each of Grantor and the Bank has caused this Security Agreement to be duly executed and delivered by its authorized signatory thereunto duly authorized as of the date first above written.

**GRANDE WEST TRANSPORTATION INTERNATIONAL US, INC.**

by its authorized signatory/ies:



Name: Aaron Triplett

Title: Secretary and Chief Financial Officer



Name: William Trainer

Title: Director

Address for Grantor:

Grande West Transportation International US, Inc.  
26180 – 31B Avenue,  
Aldergrove, BC,  
V4W 2Z6

ATTN: Aaron Triplett

State File No.:

**ROYAL BANK OF CANADA**

by its authorized signatory/ies:

Name: Ted Vanderlaan

Title: Authorized Signatory

Name: Marcelle Fernandes

Title: Authorized Signatory

Address for the Bank:

Royal Bank of Canada  
200 Bay Street, 30<sup>th</sup> Floor, South Tower  
Toronto, Ontario M5J 2J5

IN WITNESS WHEREOF, each of Grantor and the Bank has caused this Security Agreement to be duly executed and delivered by its authorized signatory thereunto duly authorized as of the date first above written.

**GRANDE WEST TRANSPORTATION  
INTERNATIONAL US, INC.**

by its authorized signatory/ies:

\_\_\_\_\_  
Name: Aaron Triplett  
Title: Secretary and Chief Financial Officer

\_\_\_\_\_  
Name: William Trainer  
Title: Director

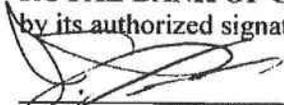
Address for Grantor:

Grande West Transportation International US, Inc.  
26180 – 31B Avenue,  
Aldergrove, BC,  
V4W 2Z6

ATTN: Aaron Triplett

State File No.:

**ROYAL BANK OF CANADA**  
by its authorized signatory/ies:

  
\_\_\_\_\_  
Name: Ted Vanderlaan  
Title: Authorized Signatory

  
\_\_\_\_\_  
Name: Marcelle Fernandes  
Title: Authorized Signatory

Address for the Bank:

Royal Bank of Canada  
200 Bay Street, 30<sup>th</sup> Floor, South Tower  
Toronto, Ontario M5J 2J5

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 4em;">}</span> </div>

Delaware Department of State  
 U.C.C. Filing Section  
 Filed: 05:46 PM 10/13/2021  
 U.C.C. Initial Filing No: 2017 7059766  
 Amendment No: 2021 8197262  
 Service Request No: 20213506297

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**20177059766 filed October 23, 2017**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes:  Debtor or  Secured Party of record  
 AND Check one of these three boxes to:  
 CHANGE name and/or address: Complete  item 6a or 6b, and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME  
**Grande West Transportation International US, Inc.**

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME  
**Vicinity Motor (Bus) USA Corp.**

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

<b>26180-31B Avenue</b>	CITY <b>Aldergrove</b>	STATE <b>BC</b>	POSTAL CODE <b>V4W 2Z6</b>	COUNTRY <b>CAN</b>
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**Royal Bank of Canada**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:  
**02072-000021**

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Delaware Department of State  
 U.C.C. Filing Section  
 Filed: 06:17 PM 09/19/2022  
 U.C.C. Initial Filing No: 2017 7059766  
 Amendment No: 2022 7842719  
 Service Request No: 20223562758

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**2017 7059766**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes:  Debtor or  Secured Party of record  
 AND Check one of these three boxes to:  
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  
 ADD name: Complete item 7a or 7b, and item 7c  
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME  
**Grande West Transportation International US, Inc.**

OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
-----------------------------	---------------------	-------------------------------	--------

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**ROYAL BANK OF CANADA**

OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**  
**Delaware Secretary of State**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (206) 906-9346
B. E-MAIL CONTACT AT FILER (optional) DOTTO@MARTINDAVISLAW.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  MARTIN DAVIS LAW 1200 WESTLAKE AVE N SUITE 802 SEATTLE, WA 98109

Delaware Department of State  
U.C.C. Filing Section  
Filed: 07:33 PM 04/06/2023  
U.C.C. Initial Filing No: 2023 2612512  
  
Service Request No: 20231340437

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME VICINITY MOTOR (BUS) USA CORP.	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3168 262ND STREET	CITY ALDERGROVE	STATE BC	POSTAL CODE V4W 2Z6	COUNTRY CA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME EXPORT DEVELOPMENT CANADA	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 150 SLATER STREET	CITY OTTAWA	STATE ON	POSTAL CODE K1A 1K3	COUNTRY CA

4. COLLATERAL: This financing statement covers the following collateral:  
**ALL ASSETS OF THE DEBTOR INCLUDED IN THE ATTACHED PRIORITY AGREEMENT**  
Collateral Description - please see attached

5. Check <u>only</u> if applicable and check <u>only</u> one box. Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	



Canada

## PRIORITY AGREEMENT

PRIORITY AGREEMENT, dated as of March 29, 2023 (as amended or otherwise modified, this "**Priority Agreement**"), between EXPORT DEVELOPMENT CANADA ("**EDC**") and ROYAL BANK OF CANADA ("**RBC**").

### PREAMBLE

WHEREAS RBC has filed a financing statement under the Uniform Commercial Code ("**UCC**") giving notice of its security interest in some or all of the personal property of VICINITY MOTOR (BUS) USA CORP. (the "**Debtor**");

AND WHEREAS EDC intends to extend credit or other financial accommodations to the Debtor in support of the Debtor's purchase of certain fixed assets, but only if such extension of credit or other financial accommodation is secured by a senior security interest in such assets as described in Schedule A hereto (which may be amended from time to time to add additional collateral by way of the Debtor's deliverance to RBC and EDC of the Notice of Additional EDC Priority Collateral Purchased in the form attached hereto as Schedule B), together with all accessions and additions thereto, replacements and substitutions for any of the foregoing, all component parts for any of the foregoing, all manufacturer's warranties, agreements, documents of title, manuals, books and records relating to any of the foregoing and all proceeds (including insurance proceeds) of the foregoing (hereinafter collectively referred to as the "**EDC Priority Collateral**").

### AGREEMENT

NOW THEREFORE, in consideration of the sum of \$2.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, each of EDC and RBC hereby agrees as follows:

1. Notwithstanding the date, manner or order of perfection of the security interests and liens granted to or acquired by RBC and EDC, RBC hereby unconditionally and irrevocably defers, subordinates and postpones any existing and future security interests, liens and rights it may have or acquire in or to the EDC Priority Collateral to any existing and future security interests, liens and rights of EDC in or to the EDC Priority Collateral. RBC agrees that it will not rely on its existing UCC registration or any future financing statements, registrations or any other recording (whether made under the UCC, any personal property security legislation, the *Bank Act* (Canada) or otherwise) to claim priority as against EDC as it relates to this Priority Agreement or as it relates to EDC's right to take possession of, deal with, sell, transfer or otherwise dispose of the EDC Priority Collateral. As between RBC and EDC, EDC shall have a senior and prior

- 2 -

security interest in the EDC Priority Collateral and RBC shall have a junior and subordinate security interest in the EDC Priority Collateral. Further, as between RBC and EDC, the terms of this Priority Agreement shall govern even if all or part of the claims of EDC or the liens or security interests securing payment thereof, are avoided, disallowed, set aside or otherwise invalidated.

2. RBC shall have a senior and prior security interest in the present and future personal and movable property of the Debtor except the EDC Priority Collateral ("**RBC Priority Collateral**") and together with EDC Priority Collateral, the "**Collateral**") and EDC shall have a junior and subordinate security interest in RBC Priority Collateral.
3. EDC shall have the sole right to take enforcement action against the EDC Priority Collateral and RBC shall not take any enforcement action against the EDC Priority Collateral. RBC shall have the sole right to take enforcement action against the RBC Priority Collateral and EDC shall not take any enforcement action against the RBC Priority Collateral. In the event that EDC or RBC obtains possession of the RBC Priority Collateral or the EDC Priority Collateral, respectively, for any reason, upon learning thereof, the parties shall promptly notify the other of such fact and upon the request of the other party deliver such Collateral to EDC or RBC, as applicable.
4. This Priority Agreement may not be amended or otherwise modified, and no provision of this Priority Agreement may be waived, except in a writing signed by RBC and EDC. This Priority Agreement shall be and remain absolute and unconditional under any and all circumstances, and no act or omission on the part of any party to this Priority Agreement or third party shall affect or impair the agreement of the other party hereunder. The agreements contained herein shall continue in force until all of the Debtor's obligations and liabilities to EDC are paid and satisfied in full and all financing arrangements between EDC and the Debtor have been terminated.
5. Nothing in this Priority Agreement shall be construed so as to entitle any party to receive any proceeds of realization upon any of the Collateral in respect of which such party does not have any security or in respect of which such party's security is invalid or unenforceable as against a third party. If any third party shall have a valid claim to proceeds of realization from any of the Collateral in priority to or on a parity with EDC but not in priority to or on a parity with RBC, then this Priority Agreement shall not apply so as to diminish the rights (as such rights would have been but for this Priority Agreement) of RBC against any such third party to the proceeds of realization from the RBC Priority Collateral. Nothing contained in this Priority Agreement shall be construed as conferring any rights upon the Debtor, or any party that is not a party to this Priority Agreement.
6. Subject to the above subordination and postponement contained in paragraph 1, nothing herein contained shall in any way prejudice or otherwise affect the rights of RBC or EDC as against the Debtor pursuant to the security and agreements held by RBC and EDC from the Debtor and nothing herein contained shall in any way prejudice or otherwise affect the rights of RBC and EDC as against the property and assets of the Debtor, other than the Collateral.

- 3 -

7. From time to time each of the parties hereto, at the request of any other, shall execute and deliver such additional documents and other assurances as may be reasonably required effectually to carry out the intent of this Priority Agreement.
8. Without limiting the other terms of this Priority Agreement, RBC and EDC shall each notify the other of the occurrence of an event of default under its credit agreement as soon as is practicable in the circumstances after issuing a notice of such event of default under the applicable credit agreement to the Debtor; provided that no such party shall be liable for any accidental failure to give such notice to the other party as aforesaid and any such failure shall not release, restrict or otherwise affect any of the obligations of RBC and EDC or limit, derogate from or otherwise any of the other provisions hereof or the effect thereof.
9. Upon (i) EDC receiving notice that RBC intends to take enforcement action, or (ii) EDC obtaining possession of the EDC Priority Collateral (in which case EDC shall provide written notice to RBC of such fact), EDC shall provide RBC and its agents, representatives and designees a 90-day (the "**Access Period**") non-exclusive right to have access to, and a right to use, the EDC Priority Collateral for the purpose of arranging for and effecting the manufacture, production, completion, inspection, safeguarding, disposition or removal of the RBC Priority Collateral, including the production, completion, packaging and other preparation or removal of such RBC Priority Collateral for disposition and/or the removal or copying of books and records relating to RBC Priority Collateral and/or protecting the RBC Priority Collateral (the "**Purposes**"). RBC shall have 10 business days to notify EDC of its intention to exercise its access rights hereunder from the date that RBC provides notice to EDC of its intention to take enforcement action, or the date that EDC provides notice to RBC that EDC has taken possession of the EDC Priority Collateral, and if RBC fails to so notify EDC then, upon the expiry of 10 business days, RBC will be deemed to have waived its access rights hereunder. During the Access Period, EDC shall not complete the sale of any EDC Priority Collateral, but shall have the right to market, solicit buyers for, engage a Receiver or sales agent for, engage an equipment auctioneer to inventory all assets and otherwise prepare for, the sale of the assets forming part of the EDC Priority Collateral, provided that these activities shall not interfere with RBC's use of EDC Priority Collateral for the Purposes.
10. During the Access Period, RBC shall:
  - a. take proper and reasonable care of any EDC Priority Collateral in the same manner as would a prudent owner, and shall be responsible for the maintenance and repair and replacement of any damage (ordinary wear-and-tear exempted) of the EDC Priority Collateral caused by RBC, its employees, agents, representatives, contractors or designees, and all such persons shall comply with applicable laws in the use and occupancy of the equipment and the premises;
  - b. maintain or cause to be maintained insurance satisfactory to EDC: (i) over the EDC Priority Collateral, (ii) for personal injury or death of any person on the applicable premises during the Access Period caused by acts or omissions of

- 4 -

persons under the control of RBC or its representatives and, (iii) for any third party liability; and

- c. pay to EDC, on a monthly basis during the Access Period, all payments of principal and interest accruing under EDC's credit facility (such payments to be converted into monthly payments if the credit agreement provides for quarterly or semi-annual installments).

If any order or injunction is issued or any stay in force which prohibits RBC from exercising any of its access rights with respect to the applicable EDC Priority Collateral then, at RBC's written request to EDC, the Access Period will be stayed during the period of such prohibition and upon the termination, expiration or vacation of such prohibition, the Access Period will continue thereafter for the number of days remaining in the Access Period (calculated without reference to the days during which such prohibition was in effect).

11. RBC agrees that, provided that: (i) the Contract Revolver Facility (as such term is defined in the amended and restated loan agreement dated February 17, 2023 between, among others, RBC and the Borrower, as may be amended from time to time) has been permanently repaid in full or otherwise permanently terminated, or (ii) the EDC Guarantee (as such term is defined in the amended and restated loan agreement dated February 17, 2023 between, among others, RBC and the Borrower, as may be amended from time to time) is no longer in force, RBC shall solely be responsible to pay the amounts of any costs and expenses payable by RBC in connection with the EDC Priority Collateral pursuant to the foregoing paragraph 10. Where the Contract Revolver Facility has not been permanently repaid in full or otherwise permanently terminated, and where the EDC Guarantee remains in force, EDC and RBC will mutually agree on any decision to share in any costs and expenses payable by RBC in connection with the EDC Priority Collateral pursuant to paragraph 10 hereof.
12. In the event that any provision or any part of any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this Priority Agreement shall be construed as not containing such provision or such part of such provision and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof, and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.
13. This Priority Agreement and all documents delivered pursuant thereto shall be governed by the internal laws of the State of New York (without regard to its conflicts of laws principles).
14. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR

PROCEEDING ARISING OUT OF OR RELATING TO THIS PRIORITY AGREEMENT, AND HEREBY WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS PRIORITY AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF.

15. Any notices required or desired to be given hereunder shall be directed to the party to be notified at the address set forth herein, or such other address as may be designated by such party in a notice sent in accordance herewith to the other party.
16. This Priority Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original. Delivery of an executed counterpart of this Priority Agreement by telecopier (or by electronic mail, with electronic signature notation) shall be equally as effective, valid, binding and enforceable as delivery of a manually executed counterpart of this Priority Agreement.
17. This Priority Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
18. Neither this Priority Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by all the parties hereto.

*[The remainder of this page is intentionally left blank.]*

*(Signature Page to Priority Agreement)*

This Priority Agreement has been duly executed and delivered as of the day and year specified at the beginning hereof.

**ROYAL BANK OF CANADA**

By:   
Name: Vir C. Advani  
Title: Vice President, Corporate Client Group

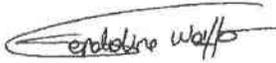
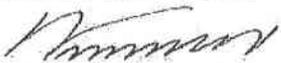
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have authority to bind the bank.

RBC's Notice Address:  
200 Bay Street, Royal Bank Plaza  
13th Floor, S. Tower  
Toronto, ON M5J2J5  
(647) 402 - 4461  
E-MAIL: abladmin@rbccm.com

- 7 -

*(Signature Page to Priority Agreement)*

**EXPORT DEVELOPMENT CANADA**By:  \_\_\_\_\_Name: Geraldine WaffoTitle: Financing ManagerBy:  \_\_\_\_\_Name: Pierre TrudelTitle: Principal Financing Manager

We have authority to bind EDC.

EDC's Notice Address:

150 Slater Street

Ottawa, Ontario, Canada K1A 1K3

Attention: Geraldine Waffo – International Financing Direct

Email: [gwaffo@edc.ca](mailto:gwaffo@edc.ca)

AND TO:

Attention: IFD Clerk

Email: [IFDClerk@edc.ca](mailto:IFDClerk@edc.ca)

- 8 -

*(Signature Page to Priority Agreement)*

**ACKNOWLEDGEMENT BY DEBTOR**

The undersigned hereby accepts and agrees to the foregoing.

**VICINITY MOTOR (BUS) USA CORP.**

By:   
Name: William Trainer  
Title: Chief Executive Officer

I have authority to bind the Debtor.

Debtor's Notice Address:

3168 262<sup>nd</sup> Street  
Aldergrove, British Columbia, Canada, V4W 2Z6

Attention: Danial Buckle  
Email: [dan.buckle@vicinitymotor.com](mailto:dan.buckle@vicinitymotor.com)

### Schedule A

The EDC Priority Collateral of the Debtor means:

All of the Debtor's right, title and interest of every kind and nature whatsoever, related to or used over the following assets as financed by EDC pursuant to a Credit Facility Agreement dated February 24, 2023 between the Debtor, as borrower, Vicinity Motor Corp. and Vicinity Motor (Bus) Corp., as guarantors, and EDC, as lender (as the same may be amended, restated, renewed or replaced from time to time) (the "**Loan Agreement**"), and all Proceeds and Replacements, including all rights thereto:

- (i) the machinery, equipment and other assets of the Debtor as set out in the copies of purchase orders, invoices, or receipts appended hereto under Exhibit A; and
- (ii) any of the Borrower's after acquired equipment, machinery, motor vehicles or other assets (the "**Additional Financed Equipment**") as set out in a Notice of EDC Priority Collateral Purchased in the form of Schedule B hereto with copies of purchase orders, invoices, or receipts corresponding to such Additional Financed Equipment appended thereto as Exhibit B, which shall be delivered by the Borrower to RBC and EDC advising of the Borrower's purchase of such Additional Financed Equipment.

"**Proceeds**" means all proceeds and personal property in any form derived directly or indirectly from any disposal of or other dealing with any EDC Priority Collateral, or that indemnifies or compensates for such EDC Priority Collateral stolen, lost, destroyed or damaged, and proceeds of Proceeds whether or not of the same type, class or kind as the original Proceeds, and (as the context so admits) any item or part thereof.

"**Replacements**" means all increases, additions and accessions to, and all substitutions for and replacements of, any item or part of the EDC Priority Collateral, and (as the context so admits) any item or part thereof.

- 10 -

**Exhibit A**

**Copies of Purchase Orders, Invoices or Receipts  
for the EDC Priority Collateral of the Debtor purchased to date  
as financed by EDC under the Loan Agreement**

(see attached)

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (206) 906-9346
B. E-MAIL CONTACT AT FILER (optional) DOTTO@MARTINDAVISLAW.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px;"> MARTIN DAVIS LAW  1200 WESTLAKE AVE N  SUITE 802  SEATTLE, WA 98109 </div>

Delaware Department of State  
U.C.C. Filing Section  
Filed: 04:34 PM 04/21/2023  
U.C.C. Initial Filing No: 2023 2612512  
Amendment No: 2023 2929361  
Service Request No: 20231574626

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
20232612512

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b; and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
Check one of these two boxes: AND Check one of these three boxes to:  
This Change affects  Debtor or  Secured Party of record  CHANGE name and/or address. Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b; and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME <b>VICINITY MOTOR (BUS) USA CORP.</b>			
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME <b>VICINITY MOTOR (BUS) USA CORP.</b>			
OR 7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS <b>5457 PACIFIC FERN DRIVE</b>	CITY <b>FERNDAL</b>	STATE <b>WA</b>	POSTAL CODE <b>98248</b>	COUNTRY <b>US</b>
-------------------------------------------------------	------------------------	--------------------	-----------------------------	----------------------

8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a **DEBTOR**, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME <b>EXPORT DEVELOPMENT CANADA</b>			
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (206) 906-9346
B. E-MAIL CONTACT AT FILER (optional) DOTTO@MARTINDAVISLAW.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  MARTIN DAVIS LAW 1200 WESTLAKE AVE N SUITE 802 SEATTLE, WA 98109

Delaware Department of State  
 U.C.C. Filing Section  
 Filed: 04:37 PM 04/21/2023  
 U.C.C. Initial Filing No: 2023 2612512  
 Amendment No: 2023 2929478  
 Service Request No: 20231574694

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
20232612512

1b.  This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS  
 Filer attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes:  Debtor or  Secured Party of record  
 AND Check one of these three boxes to:  
 CHANGE name and/or address. Complete item 6a or 6b, and item 7a or 7b and item 7c  
 ADD name. Complete item 7a or 7b, and item 7c  
 DELETE name. Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name. Do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	----------------------------------	--------------------------------------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes.  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral.

**All present and after-acquired personal property of the Debtor**  
 Collateral Description - please see attached

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
EXPORT DEVELOPMENT CANADA

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA:



## PRIORITY AGREEMENT

PRIORITY AGREEMENT, dated as of March 29, 2023 (as amended or otherwise modified, this "**Priority Agreement**"), between EXPORT DEVELOPMENT CANADA ("**EDC**") and ROYAL BANK OF CANADA ("**RBC**").

### PREAMBLE

WHEREAS RBC has filed a financing statement under the Uniform Commercial Code ("**UCC**") giving notice of its security interest in some or all of the personal property of VICINITY MOTOR (BUS) USA CORP. (the "**Debtor**");

AND WHEREAS EDC intends to extend credit or other financial accommodations to the Debtor in support of the Debtor's purchase of certain fixed assets, but only if such extension of credit or other financial accommodation is secured by a senior security interest in such assets as described in Schedule A hereto (which may be amended from time to time to add additional collateral by way of the Debtor's deliverance to RBC and EDC of the Notice of Additional EDC Priority Collateral Purchased in the form attached hereto as Schedule B), together with all accessions and additions thereto, replacements and substitutions for any of the foregoing, all component parts for any of the foregoing, all manufacturer's warranties, agreements, documents of title, manuals, books and records relating to any of the foregoing and all proceeds (including insurance proceeds) of the foregoing (hereinafter collectively referred to as the "**EDC Priority Collateral**").

### AGREEMENT

NOW THEREFORE, in consideration of the sum of \$2.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, each of EDC and RBC hereby agrees as follows:

1. Notwithstanding the date, manner or order of perfection of the security interests and liens granted to or acquired by RBC and EDC, RBC hereby unconditionally and irrevocably defers, subordinates and postpones any existing and future security interests, liens and rights it may have or acquire in or to the EDC Priority Collateral to any existing and future security interests, liens and rights of EDC in or to the EDC Priority Collateral. RBC agrees that it will not rely on its existing UCC registration or any future financing statements, registrations or any other recording (whether made under the UCC, any personal property security legislation, the *Bank Act* (Canada) or otherwise) to claim priority as against EDC as it relates to this Priority Agreement or as it relates to EDC's right to take possession of, deal with, sell, transfer or otherwise dispose of the EDC Priority Collateral. As between RBC and EDC, EDC shall have a senior and prior

- 2 -

security interest in the EDC Priority Collateral and RBC shall have a junior and subordinate security interest in the EDC Priority Collateral. Further, as between RBC and EDC, the terms of this Priority Agreement shall govern even if all or part of the claims of EDC or the liens or security interests securing payment thereof, are avoided, disallowed, set aside or otherwise invalidated.

2. RBC shall have a senior and prior security interest in the present and future personal and movable property of the Debtor except the EDC Priority Collateral ("**RBC Priority Collateral**") and together with EDC Priority Collateral, the "**Collateral**") and EDC shall have a junior and subordinate security interest in RBC Priority Collateral.
3. EDC shall have the sole right to take enforcement action against the EDC Priority Collateral and RBC shall not take any enforcement action against the EDC Priority Collateral. RBC shall have the sole right to take enforcement action against the RBC Priority Collateral and EDC shall not take any enforcement action against the RBC Priority Collateral. In the event that EDC or RBC obtains possession of the RBC Priority Collateral or the EDC Priority Collateral, respectively, for any reason, upon learning thereof, the parties shall promptly notify the other of such fact and upon the request of the other party deliver such Collateral to EDC or RBC, as applicable.
4. This Priority Agreement may not be amended or otherwise modified, and no provision of this Priority Agreement may be waived, except in a writing signed by RBC and EDC. This Priority Agreement shall be and remain absolute and unconditional under any and all circumstances, and no act or omission on the part of any party to this Priority Agreement or third party shall affect or impair the agreement of the other party hereunder. The agreements contained herein shall continue in force until all of the Debtor's obligations and liabilities to EDC are paid and satisfied in full and all financing arrangements between EDC and the Debtor have been terminated.
5. Nothing in this Priority Agreement shall be construed so as to entitle any party to receive any proceeds of realization upon any of the Collateral in respect of which such party does not have any security or in respect of which such party's security is invalid or unenforceable as against a third party. If any third party shall have a valid claim to proceeds of realization from any of the Collateral in priority to or on a parity with EDC but not in priority to or on a parity with RBC, then this Priority Agreement shall not apply so as to diminish the rights (as such rights would have been but for this Priority Agreement) of RBC against any such third party to the proceeds of realization from the RBC Priority Collateral. Nothing contained in this Priority Agreement shall be construed as conferring any rights upon the Debtor, or any party that is not a party to this Priority Agreement.
6. Subject to the above subordination and postponement contained in paragraph 1, nothing herein contained shall in any way prejudice or otherwise affect the rights of RBC or EDC as against the Debtor pursuant to the security and agreements held by RBC and EDC from the Debtor and nothing herein contained shall in any way prejudice or otherwise affect the rights of RBC and EDC as against the property and assets of the Debtor, other than the Collateral.

- 3 -

7. From time to time each of the parties hereto, at the request of any other, shall execute and deliver such additional documents and other assurances as may be reasonably required effectually to carry out the intent of this Priority Agreement.
8. Without limiting the other terms of this Priority Agreement, RBC and EDC shall each notify the other of the occurrence of an event of default under its credit agreement as soon as is practicable in the circumstances after issuing a notice of such event of default under the applicable credit agreement to the Debtor; provided that no such party shall be liable for any accidental failure to give such notice to the other party as aforesaid and any such failure shall not release, restrict or otherwise affect any of the obligations of RBC and EDC or limit, derogate from or otherwise any of the other provisions hereof or the effect thereof.
9. Upon (i) EDC receiving notice that RBC intends to take enforcement action, or (ii) EDC obtaining possession of the EDC Priority Collateral (in which case EDC shall provide written notice to RBC of such fact), EDC shall provide RBC and its agents, representatives and designees a 90-day (the "**Access Period**") non-exclusive right to have access to, and a right to use, the EDC Priority Collateral for the purpose of arranging for and effecting the manufacture, production, completion, inspection, safeguarding, disposition or removal of the RBC Priority Collateral, including the production, completion, packaging and other preparation or removal of such RBC Priority Collateral for disposition and/or the removal or copying of books and records relating to RBC Priority Collateral and/or protecting the RBC Priority Collateral (the "**Purposes**"). RBC shall have 10 business days to notify EDC of its intention to exercise its access rights hereunder from the date that RBC provides notice to EDC of its intention to take enforcement action, or the date that EDC provides notice to RBC that EDC has taken possession of the EDC Priority Collateral, and if RBC fails to so notify EDC then, upon the expiry of 10 business days, RBC will be deemed to have waived its access rights hereunder. During the Access Period, EDC shall not complete the sale of any EDC Priority Collateral, but shall have the right to market, solicit buyers for, engage a Receiver or sales agent for, engage an equipment auctioneer to inventory all assets and otherwise prepare for, the sale of the assets forming part of the EDC Priority Collateral, provided that these activities shall not interfere with RBC's use of EDC Priority Collateral for the Purposes.
10. During the Access Period, RBC shall:
  - a. take proper and reasonable care of any EDC Priority Collateral in the same manner as would a prudent owner, and shall be responsible for the maintenance and repair and replacement of any damage (ordinary wear-and-tear exempted) of the EDC Priority Collateral caused by RBC, its employees, agents, representatives, contractors or designees, and all such persons shall comply with applicable laws in the use and occupancy of the equipment and the premises;
  - b. maintain or cause to be maintained insurance satisfactory to EDC: (i) over the EDC Priority Collateral, (ii) for personal injury or death of any person on the applicable premises during the Access Period caused by acts or omissions of

- 4 -

persons under the control of RBC or its representatives and, (iii) for any third party liability; and

- c. pay to EDC, on a monthly basis during the Access Period, all payments of principal and interest accruing under EDC's credit facility (such payments to be converted into monthly payments if the credit agreement provides for quarterly or semi-annual installments).

If any order or injunction is issued or any stay in force which prohibits RBC from exercising any of its access rights with respect to the applicable EDC Priority Collateral then, at RBC's written request to EDC, the Access Period will be stayed during the period of such prohibition and upon the termination, expiration or vacation of such prohibition, the Access Period will continue thereafter for the number of days remaining in the Access Period (calculated without reference to the days during which such prohibition was in effect).

11. RBC agrees that, provided that: (i) the Contract Revolver Facility (as such term is defined in the amended and restated loan agreement dated February 17, 2023 between, among others, RBC and the Borrower, as may be amended from time to time) has been permanently repaid in full or otherwise permanently terminated, or (ii) the EDC Guarantee (as such term is defined in the amended and restated loan agreement dated February 17, 2023 between, among others, RBC and the Borrower, as may be amended from time to time) is no longer in force, RBC shall solely be responsible to pay the amounts of any costs and expenses payable by RBC in connection with the EDC Priority Collateral pursuant to the foregoing paragraph 10. Where the Contract Revolver Facility has not been permanently repaid in full or otherwise permanently terminated, and where the EDC Guarantee remains in force, EDC and RBC will mutually agree on any decision to share in any costs and expenses payable by RBC in connection with the EDC Priority Collateral pursuant to paragraph 10 hereof.
12. In the event that any provision or any part of any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this Priority Agreement shall be construed as not containing such provision or such part of such provision and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof, and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.
13. This Priority Agreement and all documents delivered pursuant thereto shall be governed by the internal laws of the State of New York (without regard to its conflicts of laws principles).
14. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR

- 5 -

PROCEEDING ARISING OUT OF OR RELATING TO THIS PRIORITY AGREEMENT, AND HEREBY WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS PRIORITY AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF.

15. Any notices required or desired to be given hereunder shall be directed to the party to be notified at the address set forth herein, or such other address as may be designated by such party in a notice sent in accordance herewith to the other party.
16. This Priority Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original. Delivery of an executed counterpart of this Priority Agreement by telecopier (or by electronic mail, with electronic signature notation) shall be equally as effective, valid, binding and enforceable as delivery of a manually executed counterpart of this Priority Agreement.
17. This Priority Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
18. Neither this Priority Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by all the parties hereto.

*[The remainder of this page is intentionally left blank.]*

*(Signature Page to Priority Agreement)*

This Priority Agreement has been duly executed and delivered as of the day and year specified at the beginning hereof.

**ROYAL BANK OF CANADA**

By:   
 Name: Vir C. Advani  
 Title: Vice President, Corporate Client Group

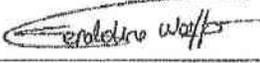
By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

I/We have authority to bind the bank.

RBC's Notice Address:  
200 Bay Street, Royal Bank Plaza  
13th Floor, S. Tower  
Toronto, ON M5J2J5  
(647) 402 - 4481  
 E-MAIL: @rbc.com

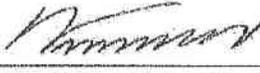
*(Signature Page to Priority Agreement)*

**EXPORT DEVELOPMENT CANADA**

By: 

Name: Geraldine Waffo

Title: Financing Manager

By: 

Name: Pierre Trudel

Title: Principal Financing Manager

We have authority to bind EDC.

EDC's Notice Address:  
150 Slater Street  
Ottawa, Ontario, Canada K1A 1K3

Attention: Geraldine Waffo – International Financing Direct

Email: 

AND TO:

Attention: IFD Clerk

Email: 

- 8 -

*(Signature Page to Priority Agreement)*

**ACKNOWLEDGEMENT BY DEBTOR**

The undersigned hereby accepts and agrees to the foregoing.

**VICINITY MOTOR (BUS) USA CORP.**

By:   
Name: William Trainer  
Title: Chief Executive Officer

I have authority to bind the Debtor.

Debtor's Notice Address:

3168 262<sup>nd</sup> Street  
Aldergrove, British Columbia, Canada, V4W 2Z6

Attention: Danial Buckle  
Email: @vicinitymotor.com

- 9 -

### Schedule A

The EDC Priority Collateral of the Debtor means:

All of the Debtor's right, title and interest of every kind and nature whatsoever, related to or used over the following assets as financed by EDC pursuant to a Credit Facility Agreement dated February 24, 2023 between the Debtor, as borrower, Vicinity Motor Corp. and Vicinity Motor (Bus) Corp., as guarantors, and EDC, as lender (as the same may be amended, restated, renewed or replaced from time to time) (the "**Loan Agreement**"), and all Proceeds and Replacements, including all rights thereto:

- (i) the machinery, equipment and other assets of the Debtor as set out in the copies of purchase orders, invoices, or receipts appended hereto under Exhibit A; and
- (ii) any of the Borrower's after acquired equipment, machinery, motor vehicles or other assets (the "**Additional Financed Equipment**") as set out in a Notice of EDC Priority Collateral Purchased in the form of Schedule B hereto with copies of purchase orders, invoices, or receipts corresponding to such Additional Financed Equipment appended thereto as Exhibit B, which shall be delivered by the Borrower to RBC and EDC advising of the Borrower's purchase of such Additional Financed Equipment.

"**Proceeds**" means all proceeds and personal property in any form derived directly or indirectly from any disposal of or other dealing with any EDC Priority Collateral, or that indemnifies or compensates for such EDC Priority Collateral stolen, lost, destroyed or damaged, and proceeds of Proceeds whether or not of the same type, class or kind as the original Proceeds, and (as the context so admits) any item or part thereof.

"**Replacements**" means all increases, additions and accessions to, and all substitutions for and replacements of, any item or part of the EDC Priority Collateral, and (as the context so admits) any item or part thereof.

- 10 -

**Exhibit A**

**Copies of Purchase Orders, Invoices or Receipts  
for the EDC Priority Collateral of the Debtor purchased to date  
as financed by EDC under the Loan Agreement**

(see attached)

INDEX Technology Services SARL  
102 Avenue des Champs Elysées  
75008 Paris  
[redacted]@index.eu

Date	03/03/2022
Client	VMC Vicinity Motor
Adresse client	5433 Pacific Fern Drive FERNDALE, WA, 98248 AMERICA
Bon de commande	[redacted]
Facture N°	1

Quality Software Development for Ferndale Plant

"Pro-Inspector" PRBMIUM User License - White Labelled Enterprise Product License (One Time Cost) with 1 to 50 User's

Total HT :

77 000,00 €

TOTAL TTC :

77 000,00 €

*Project [redacted]  
Budget.*

Numéro de TVA intracommunautaire : [redacted]  
Conditions d'escompte : néant.  
Indemnité forfaitaire de 40€ en cas de retard de paiement

Domiciliation : Qonto  
Code Banque : 16938 Code guichet : 00001 N° Compte : 6004749376 Clé : 04  
IBAN : [redacted]  
BIC : [redacted]

*Approved by \_\_\_\_\_  
Email is Attached*

*1013*

AINDEX Technology Services SARL  
 102 Avenue des Champs Elysées  
 75008 Paris  
 [REDACTED]@aindex.eu

Date	03/09/2022
Client	VMC Vicinity Motor
Adresse client	5433 Pacific Fern Drive FERNDALE, WA, 98248 AMERICA
Bon de commande	[REDACTED]
Facture N°	2

Quality Software Development for Ferndale Plant

"Pro-Inspector" PREMIUM User License - White Labelled Enterprise Product License (One Time Cost) with 1 to 50 User's

Total HT : 77 000,00 €

TOTAL TTC : 77 000,00 €

Numéro de TVA intracommunautaire : FR02908316177  
 Conditions d'escompte : néant.  
 Indemnité forfaitaire de 40€ en cas de retard de paiement

Domiciliation : Qonto  
 Code Banque : 16958 Code guichet : 00001 N° Compte : 6001749376 Clé : 04  
 IBAN : [REDACTED]  
 BIC : [REDACTED]



**CALGARY**  
1228 - 26 AVENUE S.E.  
CALGARY, AB. T2G 5S2  
PHONE (403) 243-8666  
FAX (403) 243-6487

**EDMONTON**  
14522 - 123 AVENUE  
EDMONTON, AB. T5L 2Y3  
PHONE (780) 452-6640  
FAX (780) 452-2908

**VANCOUVER**  
UNIT 116, 1525 BROADWAY STREET  
PORT COQUITLAM, B.C. V3C 6P6  
PHONE (604) 945-5350  
FAX (604) 945-8213

**VERNON**  
SALES OFFICE  
PHONE (250) 549-0481  
FAX (250) 549-1440

**WINNIPEG**  
212 HUTCHINGS STREET  
WINNIPEG, MB. R2X 2Y2  
PHONE (204) 694-4100  
FAX (204) 694-7222

www.keller.ca

REMIT TO: 1228 - 26 AVENUE S.E.

CALGARY, AB T2G 5S2

PAGE	1
INVOICE NO.	VA [REDACTED]
INVOICE DATE	JUL-26-2022

**INVOICE**

TR21427  
S  
O  
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D  
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O  
GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
316B - 262 STREET  
ALDERGROVE, BC V4W 2Z6  
CANADA  
604-607-4000

GRANDE WEST TRANSPORTATION  
S  
H  
I  
P  
T  
O  
INTERNATIONAL LTD.  
316B - 262 STREET  
ATTN: ASHOK THATI  
ALDERGROVE, BC V4W 2Z6  
CANADA

ORDER DATE	ORDERED BY	CUSTOMER PURCHASE ORDER NO.	DATE SHIPPED	PICK TICKET NO.
FEB-16-2022	ASHOK/ MIKE	[REDACTED]	JUL-26-2022	[REDACTED]
SHIP VIA		SHIPPED FROM	F.O.B.	PPD / COLL.
INTER-CITY CARTAGE		VAN	YOUR DOCK	PPD & CHARGE
G.S.T.	PST / HST	SLMN 1	SLMN 2	TERMS
EXTRA	EXTRA	12		NET 15 FOLLOWING

SPECIAL INSTRUCTIONS:

ORDERED	SHIPPED	B/O	MANU	ITEM NO./ DESCRIPTION	PRICE	U/M	DISC	AMOUNT
4.00		4.00	RTRY	RESTOCKING CHARGES MAY BE APPLICABLE ON RETURNED GOODS AND "UP TO" 100% ON SPECIAL ORDERS  MOBILE COLUMNS ***** MCH-FLEX-119 FLEX PORTABLE LIFTING SYSTEM 18,800 LB CAPACITY -18,800 LB CAPACITY -69" RISE -RISE SPEED 78 SECONDS -LOWER TO LOCK BUTTON -110 VAC CHARGE SYSTEM -FOR TIRES 9" - 24" -WIRELESS COMMUNICATION -GRAPHICAL DISPLAY -WEIGHT GAUGES -LOCKING LIGHT -REMOTE OPERATION  OPTIONAL CROSSBEAMS	12627.83	EA		

SUBTOTAL	SHIPPING & HANDLING	TAX	SUBTOTAL	DEPOSIT	BALANCE DUE



**CALGARY**  
1228 - 26 AVENUE S.E.  
CALGARY, AB. T2G 5S2  
PHONE (403) 243-8666  
FAX (403) 243-6497

**EDMONTON**  
14522 - 123 AVENUE  
EDMONTON, AB. T5L 2Y3  
PHONE (780) 452-6040  
FAX (780) 452-2908

**VANCOUVER**  
UNIT 116, 1525 BROADWAY STREET  
PORT COQUITLAM, B.C. V3C 6P6  
PHONE (604) 945-3550  
FAX (604) 945-8213

**VERNON**  
SALES OFFICE  
PHONE (250) 549-0181  
FAX (250) 549-1440

**WINNIPEG**  
212 HUTCHINGS STREET  
WINNIPEG, MB R2X 2Y2  
PHONE (204) 694-4100  
FAX (204) 694-7222

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REMIT TO: 1228 - 26 AVENUE S.E.

CALGARY, AB T2G 5S2

PAGE	2
INVOICE NO.	VA [REDACTED]
INVOICE DATE	JUL-26-2022

**INVOICE**

TR21427  
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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ALDERGROVE, BC V4W 2Z6  
CANADA  
604-607-4000

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ATTN: ASHOK THATI  
ALDERGROVE, BC V4W 2Z6  
CANADA

ORDER DATE	ORDERED BY	CUSTOMER PURCHASE ORDER NO.	DATE SHIPPED	PICK TICKET NO.
FEB-16-2022	ASHOK/ MIKE	[REDACTED]	JUL-26-2022	[REDACTED]
SHIP VIA		SHIPPED FROM	F.O.B.	PPD / COLL
INTER-CITY CARTAGE		VAN	YOUR DOCK	PPD & CHARGE
G.S.T.	PST / HST	SLMN 1	SLMN 2	TERMS
EXTRA	EXTRA	12		NET 15 FOLLOWING

SPECIAL INSTRUCTIONS:

ORDERED	SHIPPED	B/O	MANU	ITEM NO./ DESCRIPTION	PRICE	U/M	DISC	AMOUNT	
2.00	2.00		RTRY	***** ML41YL CROSS BEAM SADDLE WITH TWO SUPPORT BLOCKS	3679.98	EA		7359.96	
12.00		12.00	RTRY	MCH-FLEX-114 FLEX PORTABLE LIFTING SYSTEM 14,000 LB CAPACITY PER COLUMN - 69" RISE - RISE SPEED 76 SECONDS - LOWER TO LOCK BUTTON - 110 VAC CHARGE SYSTEM - FOR TIRES 9" - 24" - WIRELESS COMMUNICATION - DIGITAL WEIGHT GAUGE - GRAPHICAL DISPLAY - LOCKING LIGHT - REMOTE OPERATION ONE IS NOT ON SITE	10117.12	EA			
32.00		32.00	KELX	MCH-BATTERY24 SRM-24 BATTERY (STANDARD DEEP CYCLE)	151.50	EA			
176.00		176.00	KELX	MCH-OIL	6.60	EA			
SUBTOTAL		SHIPPING & HANDLING		TAX	SUBTOTAL		DEPOSIT		BALANCE DUE



**CALGARY**  
1228 - 26 AVENUE S.E.  
CALGARY, AB. T2G 5S2  
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FAX (403) 243-6487

**EDMONTON**  
14522 - 125 AVENUE  
EDMONTON, AB. T5L 2Y3  
PHONE (780) 452-6640  
FAX (780) 452-2908

**VANCOUVER**  
UNIT 116, 1525 BROADWAY STREET  
PORT COQUITLAM, B.C. V3C 6P6  
PHONE (604) 945-5550  
FAX (604) 945-8215

**VERNON**  
SALES OFFICE  
PHONE (250) 549-0481  
FAX (250) 549-1440

**WINNIPEG**  
212 HUTCHINGS STREET  
WINNIPEG, MB R2X 2Y2  
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CALGARY, AB T2G 5S2

PAGE	3
INVOICE NO.	VA [REDACTED]
INVOICE DATE	JUL-26-2022

**INVOICE**

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ALDERGROVE, BC V4W 2Z6  
CANADA  
604-607-4000

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ATTN: ASHOK THATI  
ALDERGROVE, BC V4W 2Z6  
CANADA

ORDER DATE	ORDERED BY	CUSTOMER PURCHASE ORDER NO.	DATE SHIPPED	PICK TICKET NO.
FEB-16-2022	ASHOK/ MIKE	[REDACTED]	JUL-26-2022	[REDACTED]
SHIP VIA	SHIPPED FROM	F.O.B.	PPD / COLL	
INTER-CITY CARTAGE	VAN	YOUR DOCK	PPD & CHARGE	
G.S.T.	PST / HST	SLMN 1	SLMN 2	TERMS
EXTRA	EXTRA	12		NET 15 FOLLOWING

SPECIAL INSTRUCTIONS:

ORDERED	SHIPPED	B/O	MANU	ITEM NO./ DESCRIPTION	PRICE	U/M	DISC	AMOUNT
				HYDRAULIC OIL 11L PER COLUMN MFG SURCHARGE FREIGHT - INCOMING COLUMN/CROSSBEAM FREIGHT FREIGHT OUT FREIGHT OUT CROSS BEAM SADDLES ONLY				135.00
				THANKS FOR THE ORDER				
				GOODS & SERVICES TAX 7494.96	5.00 %			374.75
				B.C. PROVINCIAL SALES TAX 7359.96	7.00 %			515.20

SUBTOTAL	SHIPPING & HANDLING	TAX	SUBTOTAL	DEPOSIT	BALANCE DUE
7494.96	.00	889.95	8384.91	.00	8384.91

GST# [REDACTED]

CANADIAN DOLLAR



**CALGARY**  
1228 - 26 AVENUE S.E.  
CALGARY, AB. T2G 5S2  
PHONE (403) 243-8666  
FAX (403) 243-6487

**EDMONTON**  
14522 - 123 AVENUE  
EDMONTON, AB. T5L 2Y3  
PHONE (780) 452-8640  
FAX (780) 452-2908

**VANCOUVER**  
UNIT 116, 1525 BROADWAY STREET  
PORT COQUITLAM, B.C. V3C 6P6  
PHONE (604) 945-5550  
FAX (604) 945-8213

**VERNON**  
SALES OFFICE  
PHONE (250) 549-0481  
FAX (250) 549-1440

**WINNIPEG**  
212 HUTCHINGS STREET  
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CALGARY, AB T2G 5S2

PAGE	1
INVOICE NO.	VA [REDACTED]
INVOICE DATE	JUL-29-2022

**INVOICE**

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ALDERGROVE, BC V4W 2Z6  
CANADA  
604-607-4000

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ASHOK 604-607-4000  
ALDERGROVE, BC V4W 2Z6  
CANADA

ORDER DATE	ORDERED BY	CUSTOMER PURCHASE ORDER NO.	DATE SHIPPED	PICK TICKET NO.
FEB-16-2022	ASHOK/ MIKE	[REDACTED]	JUL-29-2022	[REDACTED]
SHIP VIA		SHIPPED FROM	F.O.B.	PPD / COLL
INTER-CITY CARTAGE		VAN	YOUR DOCK	PPD & CHARGE
G.S.T.	PST / HST	SLMN 1	SLMN 2	TERMS
EXTRA	EXTRA	12		NET 15 FOLLOWING

SPECIAL INSTRUCTIONS:

ORDERED	SHIPPED	B/O	MANU	ITEM NO. / DESCRIPTION	PRICE	U/M	DISC	AMOUNT
4.00	4.00		RTRY	RESTOCKING CHARGES MAY BE APPLICABLE ON RETURNED GOODS AND "UP TO" 100% ON SPECIAL ORDERS  MCH-FLEX-119 FLEX PORTABLE LIFTING SYSTEM 18,800 LB CAPACITY -18,800 LB CAPACITY -69" RISE -RISE SPEED 78 SECONDS -LOWER TO LOCK BUTTON -110 VAC CHARGE SYSTEM -FOR TIRES 9" - 24" -WIRELESS COMMUNICATION -GRAPHICAL DISPLAY -WEIGHT GAUGES -LOCKING LIGHT -REMOTE OPERATION * SN# HDW22F0047 * * SN# HDW22F0045 * * SN# HDW22F0046 * * SN# HDW22F0048 *	12627.83	EA		50511.32

SUBTOTAL	SHIPPING & HANDLING	TAX	SUBTOTAL	DEPOSIT	BALANCE DUE



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FAX (403) 243-6487

**EDMONTON**  
14522 - 123 AVENUE  
EDMONTON, AB. T5L 2Y3  
PHONE (780) 452-6640  
FAX (780) 452-2908

**VANCOUVER**  
UNIT 116, 1525 BROADWAY STREET  
PORT COQUITLAM, B.C. V3C 6P6  
PHONE (604) 945-5550  
FAX (604) 945-8213

**VERNON**  
SALES OFFICE  
PHONE (250) 549-0481  
FAX (250) 549-1440

**WINNIPEG**  
212 HUTCHINGS STREET  
WINNIPEG, MB R2X 2Y2  
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FAX (204) 694-7222

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CALGARY, AB T2G 5S2

PAGE	2
INVOICE NO.	VA [REDACTED]
INVOICE DATE	JUL-29-2022

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ALDERGROVE, BC V4W 2Z6  
CANADA  
604-607-4000

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ASHOK 604-607-4000  
ALDERGROVE, BC V4W 2Z6  
CANADA

ORDER DATE	ORDERED BY	CUSTOMER PURCHASE ORDER NO.	DATE SHIPPED	PICK TICKET NO.
FEB-16-2022	ASHOK/ MIKE	[REDACTED]	JUL-29-2022	[REDACTED]
SHIP VIA		SHIPPED FROM	F.O.B.	
INTER-CITY CARTAGE		VAN	YOUR DOCK	
G.S.T.	PST / HST	SLMN 1	SLMN 2	TERMS
EXTRA	EXTRA	12	NET 15 FOLLOWING	

SPECIAL INSTRUCTIONS:

ORDERED	SHIPPED	B/O	MANU	ITEM NO. / DESCRIPTION	PRICE	U/M	DISC	AMOUNT
12.00	12.00		RTRY	MCH-FLEX-114 FLEX PORTABLE LIFTING SYSTEM 14,000 LB CAPACITY PER COLUMN - 69" RISE - RISE SPEED 70 SECONDS - LOWER TO LOCK BUTTON - 110 VAC CHARGE SYSTEM - FOR TIRES 9" - 24" - WIRELESS COMMUNICATION - DIGITAL WEIGHT GAUGE - GRAPHICAL DISPLAY - LOCKING LIGHT - REMOTE OPERATION ONE IS NOT ON SITE * SN# HDY22F0144 * * SN# HDY22F0148 * * SN# HDY22F0142 * * SN# HDY22F0139 * * SN# HDY22F0147 * * SN# HDY22F0141 * * SN# HDY22F0146 * * SN# HDY22F0143 * * SN# HDY22F0138 *	10117.12	EA		121405.44
SUBTOTAL		SHIPPING & HANDLING		TAX	SUBTOTAL		DEPOSIT	BALANCE DUE



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FAX (403) 243-8487

**EDMONTON**  
14522 - 123 AVENUE  
EDMONTON, AB. T5L 2Y3  
PHONE (780) 452-6640  
FAX (780) 452-2908

**VANCOUVER**  
UNIT 116, 1525 BROADWAY STREET  
PORT COQUITLAM, B.C. V3C 6P6  
PHONE (604) 943-5550  
FAX (604) 945-9215

**VERNON**  
SALES OFFICE  
PHONE (250) 549-0461  
FAX (250) 549-1440

**WINNIPEG**  
212 HUTCHINGS STREET  
WINNIPEG, MB R2X 2Y2  
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CALGARY, AB T2G 5S2

PAGE	3
INVOICE NO.	VA [REDACTED]
INVOICE DATE	JUL-29-2022

**INVOICE**

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ALDERGROVE, BC V4W 2Z6  
CANADA  
604-607-4000

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ASHOK 604-607-4000  
ALDERGROVE, BC V4W 2Z6  
CANADA

ORDER DATE	ORDERED BY	CUSTOMER PURCHASE ORDER NO.	DATE SHIPPED	PICK TICKET NO.
FEB-16-2022	ASHOK/ MIKE	[REDACTED]	JUL-29-2022	[REDACTED]
SHIP VIA		SHIPPED FROM	F.O.B.	PPD / COLL
INTER-CITY CARTAGE		VAN	YOUR DOCK	PPD & CHARGE
G.S.T.	PST / HST	SLMN 1	SLMN 2	TERMS
EXTRA	EXTRA	12		NET 15 FOLLOWING

SPECIAL INSTRUCTIONS:

ORDERED	SHIPPED	B/O	MANU	ITEM NO./ DESCRIPTION	PRICE	U/M	DISC	AMOUNT
22.00	22.00		KELX	* SN# HDY22F0145 * * SN# HDY22F0149 * * SN# HDY22F0140 * MCH-BATTERY24 SRM-24 BATTERY (STANDARD DEEP CYCLE) (NOTE: 32 BATTERIES WERE SHIPPED WITH THE LIFTS)	220.36	EA		4847.99
44.00	44.00		KELX	MCH-OIL HYDRAULIC OIL 11L PER COLUMN MFG SURCHARGE FREIGHT - INCOMING COLUMN/CROSSBEAM FREIGHT FREIGHT OUT	26.40	EA		1161.60
				THANKS FOR THE ORDER				
				GOODS & SERVICES TAX	177926.35	5.00 %		8,896.32
				B.C. PROVINCIAL SALES TAX	177926.35	7.00 %		12,454.84
SUBTOTAL		SHIPPING & HANDLING	TAX	SUBTOTAL	DEPOSIT	BALANCE DUE		
177926.35		.00	21351.16	199277.51	.00	199277.51		

GST# [REDACTED]

CANADIAN DOLLAR



**CALGARY**  
1228 - 26 AVENUE S.E.  
CALGARY, AB. T2G 5S2  
PHONE (403) 243-8666  
FAX (403) 243-6487

**EDMONTON**  
14522 - 123 AVENUE  
EDMONTON, AB. T5L 2Y3  
PHONE (780) 452-6610  
FAX (780) 452-2908

**VANCOUVER**  
UNIT 116, 1525 BROADWAY STREET  
PORT COQUITLAM, B.C. V3C 6P6  
PHONE (604) 945-5550  
FAX (604) 945-8213

**VERNON**  
SALES OFFICE  
PHONE (250) 549-0481  
FAX (250) 549-1410

**WINNIPEG**  
212 HUTCHINGS STREET  
WINNIPEG, MB. R2X 2Y2  
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CALGARY, AB T2G 5S2

PAGE	1
INVOICE NO.	VA [REDACTED]
INVOICE DATE	AUG-02-2022

**INVOICE**

TR21427  
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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ALDERGROVE, BC V4W 2Z6  
CANADA  
604-607-4000

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ASHOK 604-607-4000  
ALDERGROVE, BC V4W 2Z6  
CANADA

ORDER DATE	ORDERED BY	CUSTOMER PURCHASE ORDER NO.	DATE SHIPPED	PICK TICKET NO.
FEB-16-2022	ASHOK/ MIKE	[REDACTED]	AUG-02-2022	[REDACTED]
SHIP VIA		SHIPPED FROM	F.O.B.	PPD / COLL
INTER-CITY CARTAGE		VAN	YOUR DOCK	PPD & CHARGE
G.S.T.	PST / HST	SLMN 1	SLMN 2	TERMS
EXTRA	PST # 1011-9576	12		NET 15 FOLLOWING

SPECIAL INSTRUCTIONS:

ORDERED	SHIPPED	B/O	MANU	ITEM NO./ DESCRIPTION	PRICE	U/M	DISC	AMOUNT
				RESTOCKING CHARGES MAY BE APPLICABLE ON RETURNED GOODS AND "UP TO" 100% ON SPECIAL ORDERS				
				MFG SURCHARGE				23838.08
				FREIGHT - INCOMING				16500.00
				COLUMN/CROSSBEAM FREIGHT				
				FREIGHT OUT - POCO TO ALDERGROVE - FULL TRUCK				725.00
				THANKS FOR THE ORDER				
				PST # 1011-9576				
				GOODS & SERVICES TAX 41063.08	5.00 %			2,053.15

SUBTOTAL	SHIPPING & HANDLING	TAX	SUBTOTAL	DEPOSIT	BALANCE DUE
41063.08	.00	2053.15	43116.23	.00	43116.23

GST# [REDACTED]

CANADIAN DOLLAR



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FAX (403) 243-8487

**EDMONTON**  
14522 - 123 AVENUE  
EDMONTON, AB. T5L 2Y3  
PHONE (780) 452-6640  
FAX (780) 452-2908

**VANCOUVER**  
UNIT 116, 1525 BROADWAY STREET  
PORT COQUITLAM, B.C. V3C 6P6  
PHONE (604) 945-5550  
FAX (604) 945-8215

**VERNON**  
SALES OFFICE  
PHONE (250) 549-0481  
FAX (250) 549-1440

**WINNIPEG**  
212 HUTCHINGS STREET  
WINNIPEG, MB R2X 2Y2  
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PAGE	1
INVOICE NO.	VR [REDACTED]
INVOICE DATE	AUG-02-2022

**INVOICE  
CREDIT MEMO**

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GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD.  
3168 - 262 STREET  
ALDERCROVE, BC V4W 2Z6  
CANADA  
604-607-4000

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GRANDE WEST TRANSPORTATION  
PST CREDIT VA 2457971-1  
AND 2457971  
ALDERCROVE, BC V4W 2Z6  
CANADA  
604-607-4000

ORDER DATE	ORDERED BY	CUSTOMER PURCHASE ORDER NO.	DATE SHIPPED	PICK TICKET NO.
AUG-02-2022	KELLER ADMIN	[REDACTED]	AUG-02-2022	[REDACTED]
SHIP VIA		SHIPPED FROM	F.O.B.	PPD / COLL
NOT APPLICABLE		VAN	YOUR DOOR	PREPAID
G.S.T.	PST / HST	SLMN 1	SLMN 2	TERMS
EXTRA	EXTRA	12		CREDIT MEMO

SPECIAL INSTRUCTIONS:

ORDERED	SHIPPED	B/O	MANU	ITEM NO./ DESCRIPTION	PRICE	U/M	DISC	AMOUNT	
				RESTOCKING CHARGES MAY BE APPLICABLE ON RETURNED GOODS AND "UP TO" 100% ON SPECIAL ORDERS					
				BC PST CHARGES ON VA 2457971 ON 7359.96				515.20-	
				BC PST CREDIT ON VA 2457971-1 ON 177926.35				12454.84-	
				REF: VA 2457971 / VA2457971-1					
				PST# 1011-9576					
SUBTOTAL		SHIPPING & HANDLING		TAX	SUBTOTAL		DEPOSIT		BALANCE DUE
-12970.04		.00		.00	-12970.04		.00		-12970.04

GST# [REDACTED]

CANADIAN DOLLAR

**NorthWest Handling Systems, Inc.**

**BRANCH OFFICES**

- \*Renton, Washington (425)255-0500
- \*Portland Oregon (503)465-9200
- \*Anchorage, Alaska (907)563-0600
- \*Spokane, Washington (509)922-0500
- \*Yakima, Washington (509)577-0500

**REMIT TO: P.O. Box 749861  
Los Angeles, CA 90074-9861**

INVOICE NUMBER: XXXXXXXXXX

DATE: 02/10/22

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Vicinity Motor USA Corp  
2219 Rimland Dr  
Suite 301  
Bellingham, WA 98226

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Vicinity Motor USA Corp  
5433 Pacific Fern Drive  
Ferndale, WA 98248

F.O.B.  Shipping Point

**TERMS:** 50% down payment

CUSTOMER ORDER NO.		JOB NUMBER		SALESMAN	DATE SHIPPED	VIA	PPD	COL
<span style="background-color: black; color: black;">XXXXXXXXXX</span>		<span style="background-color: black; color: black;">XXXXXXXXXX</span>		R49		Truck	X	
Qty Ordered	Qty Shipped	Back Ordered	Product Code	ITEM NUMBER	DESCRIPTION	PRICE EACH	TOTAL	
1	0.5	0.5			Spacerak Selective Pallet Racking Materials	67,527.50	33,763.75	
1	0.5	0.5			Freight	11,800.00	5,900.00	
1	0.5	0.5			Installation, Anchoring, and Equipment Rental	8,900.00	4,450.00	
1	0.5	0.5			Engineering, Permits, Inspections	4,950.00	2,475.00	
SUBTOTAL							46,588.75	
SALES TAX							4,099.81	
INVOICE TOTAL							50,688.56	

ORIGINAL Invoice

SEE REVERSE FOR TERMS ---->

**NorthWest Handling Systems, Inc.**

**BRANCH OFFICES**

- \* Renton, Washington (425)255-0500
- \* Portland, Oregon (503)465-9200
- \* Anchorage, Alaska (907)563-0600
- \* Spokane, Washington (509)922-0500
- \* Yakima, Washington (509)577-0500

**REMIT TO: P.O. Box 749861  
Los Angeles, CA 90074-9861**

PAGE 01

INVOICE NUMBER [REDACTED]

DATE 09/19/22

770155

770156

**SOLD TO**  
VICINITY MOTOR USA CORP  
2219 RIMLAND DR  
SUITE 301  
BELLINGHAM, WA 98226

**SHIP TO**  
VICINITY MOTOR USA CORP  
5433 PACIFIC FERN DRIVE  
FERNDALE, WA 98248

F.O.B.   SHIPPING POINT

**TERMS: \*\*\*NET 15 DAYS\*\*\***

CUSTOMER ORDER NO.		SALESMAN		DATE SHIPPED	VIA	PPD.	COL.
[REDACTED] 1029590M		[REDACTED]		09/08/22	NFI	X	
QTY ORDERED	QTY SHIPPED	BACK ORDERED	PRODUCT CODE	DESCRIPTION	PRICE EACH	TOTAL	
1	0	1	0500	EMAIL INVOICE: AP@VICINITYMOTOR.COM			
1	1		6000	*1029590M3 ANCHOR INSPECTION *1029590M FINAL PAYMENT FOR PALLET RACK PROJECT  (70) UPRIGHTS, (480) BEAMS, (480) DECKS, (105) ROW SPACERS, (20) RACK END GUARDS (380) ANCHORS  MATERIALS, DELIVERY, INSTALLATION, EQUIPMENT RENTAL, PERMITS AND INSPECTION	.00 46588.75	.00 46588.75	
SUB-TOTAL						46588.75	
SALES TAX						4099.81	
INVOICE TOTAL						50688.56	

NW Technology LLC  
 5160 Industrial PL  
 Suite 104  
 Ferndale, WA 98248  
 (360) 384-6987



<b>Bill To:</b>
VMC Attn: Carl Wang 2219 Rimland Dr Suite 301 Bellingham, WA 98226 United States

<b>Date</b>	<b>Invoice</b>
07/26/2022	
<b>Account</b>	
VICINITY MOTOR (BUS) USA CORP.	

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 30 days	08/25/2022		

Services	Work Type	Staff	Hours	Rate	Amount
<b>Billable Services</b>					
Level 3	Engineering	Jason Kelley	1.00	130.00	\$130.00
<b>Total Services:</b>					<b>\$130.00</b>

Other Charges	Quantity	Price	Amount
<b>Billable Other Charges</b>			
Dell Networking N1548P, PoE+, 48x 1GbE + 4x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC Dell Networking N1500 Series User Guide Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 0.5 Meter Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P, for POE N-Series Only Lifetime Ltd Hardware Warranty with Basic Hardware Service Next Business Day Parts Only	3.00	\$4,610.00	\$13,830.00
Dell Networking N1524P, PoE+, 24x 1GbE + 4x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC Dell Networking N1500 Series User Guide Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 0.5 Meter Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P, for POE N-Series Only Lifetime Ltd Hardware Warranty with Basic Hardware Service Next Business Day Parts Only	1.00	\$3,919.00	\$3,919.00
Dell Networking N1524P, PoE+, 24x 1GbE + 4x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC Dell Networking N1500 Series User Guide Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P, for POE N-Series Only Lifetime Ltd Hardware Warranty with Basic Hardware Service Next Business Day Parts Only	1.00	\$3,879.00	\$3,879.00
Legrand Finisar FTLX8571D3BCL Compatible 10GBase-SR MMF SFP+ Transceiver - TAA - For Optical Network, Data Networking - 1 LC 10GBase-SR Network - Optical Fiber Multi-mode - 10 Gigabit Ethernet - 10GBase-SR - Hot-swappable - TAA Compliant	8.00	\$20.00	\$160.00
1ft Cat5e Snagless Unshielded (UTP) Ethernet Network Patch Cable - Blue	120.00	\$2.10	\$252.00

Fiber Patch Cable - LC to LC OM3 10Gb/Gigabit Multi-mode Jumper Duplex 50/125 LSZH Fiber Optic Cord for SFP Transceiver, Computer Fiber Networks and Fiber Test Equipment, 1-Meter(3.3ft)	5.00	\$9.00	\$45.00
Fiber Patch Cable - LC to LC OM3 10Gb/Gigabit Multi-Mode Jumper Duplex 50/125 LSZH Fiber Optic Cord for SFP Transceiver, Computer Fiber Networks and Fiber Test Equipment, 0.5-Meter	1.00	\$7.00	\$7.00
Sonicwall NSA 3700 Secure Upgrade Plus - Advanced Edition - 2YR	1.00	\$6,935.00	\$6,935.00
SonicWave 231C Wireless Access Point Secure Upgrade Plus with Secure Cloud WiFi Management and Support 3yr (Non POE)	1.00	\$394.00	\$394.00
SonicWave 231C Wireless Access Point 4-Pack, Secure Upgrade Plus with Secure Cloud WiFi Management and Support - 3yr (No POE)	1.00	\$1,497.00	\$1,497.00
SonicWave 231c Wireless Access Point 8-Pack Secure Upgrade Plus with Secure Cloud WiFi Management and Support - 3yr (Non-POE)	1.00	\$2,835.00	\$2,835.00
Sonicwave 231O Wireless Access Point - Secure Upgrade Plus with Secure Cloud WiFi Management and Support - 3yr - No PoE	1.00	\$670.00	\$670.00
Misc. Supplies	1.00	\$350.00	\$350.00
APC by Schneider Electric Smart-UPS SRT 3000VA RM 120V Network Card - 2U Rack-mountable - 3 Hour Recharge - 120 V AC Input - 120 V AC Output - 8 x NEMA 5-20R, 1 x NEMA L5-30R, 1 x NEMA L5-20R	1.00	\$3,424.00	\$3,424.00
Rack PDU 2G, Metered, ZeroU, 30A, 100-120V, (24) 5-20R	1.00	\$619.00	\$619.00
APC Smart-UPS Li-Ion, Short Depth 500VA, 120V with SmartConnect	2.00	\$381.00	\$762.00
Schneider Electric Rack Cabinet - 42U Rack Height x 19" Rack Width - Black - 2254.73 lb Dynamic/Rolling Weight Capacity - 3006.31 lb Static/Stationary Weight Capacity	1.00	\$2,193.00	\$2,193.00
1U 19 Black Modular Toolless Airflow Management Blanking Panel - Qty 10	4.00	\$61.00	\$244.00
12U WALL MOUNT CABINET Clear Tempered Plexiglass Front Door Shatter Resistance Lockable Door 100 lb Support Dual Hinges EIA/ECA-310-E/EIA-310-D Compliant	1.00	\$444.00	\$444.00
5U Wall Mount Low Profile Secure Rack Enclosure Cabinet Vertical	1.00	\$454.00	\$454.00
FHD High Density 1U Rack Mount Enclosure Unloaded, Sliding Drawer, Holds up to 4 x FHD Cassettes or Panels, 144 Fibers	3.00	\$199.00	\$597.00
FHD Blanking Fiber Adapter Panel	8.00	\$6.00	\$48.00
FHD Fiber Adapter Panel, 24 Fibers OM4 MultiMode, 12 x LC UPC Duplex (Aqua) Adapter, Ceramic Sleeve	4.00	\$35.00	\$140.00
Cable Management Hardware	1.00	\$400.00	\$400.00
Fiber Cables	2.00	\$991.00	\$1,982.00
Cabling Provided by sub contractor	1.00	\$35,128.08	\$35,128.08

		Total Other Charges:	\$81,208.08
Beginning August 1, 2022, NW Technology will be charging a 3.0% transaction fee to all Credit Card payment. Fee will be added at the time of payment. Make checks payable to NW Technology LLC	Invoice Subtotal:		\$81,338.08
	Sales Tax:		\$7,157.75
	Invoice Total:		\$88,495.83
	Payments:		-\$65,910.14
	Credits:		\$0.00
	Balance Due:		\$22,585.69

Thank you for your business!  
 All invoices due over 30 days are subject to 18% finance charge.

Invoice Time Detail

Invoice Number: [REDACTED]  
Company: VMC

Charge To: VMC / Networking Project Date: 7/25/2022

Staff	Notes	Bill	Hours
Kelley, Jason	Service Ticket:279220 Site walk-through with Roads.	Y	1.00

Subtotal: \$130.00 USD

Invoice Time Total: Billable Hours: 1.00

NW Technology LLC  
 5160 Industrial PL  
 Suite 104  
 Ferndale, WA 98248  
 (360) 384-6987



<b>Bill To:</b>
VMC Attn: Carl Wang 2219 Rimland Dr Suite 301 Bellingham, WA 98226 United States

<b>Date</b>	<b>Invoice</b>
07/26/2022	
<b>Account</b>	
VICINITY MOTOR (BUS) USA CORP.	

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 30 days	08/25/2022		

Services	Work Type	Staff	Hours	Rate	Amount
<u>Billable Services</u>					
Level 3	Engineering	Steve Bailey	0.75	130.00	\$97.50
Level 3	Engineering	Pat Alexander	1.00	130.00	\$130.00
Total Services:					\$227.50

Other Charges	Quantity	Price	Amount
<u>Billable Other Charges</u>			
Synology RackStation RS1619xs+ SAN/NAS Storage System - Intel Xeon D-1527 Quad-core (4 Core) 2.20 GHz - 4 x HDD Supported - 4 x SSD Supported - 8 GB RAM DDR4 SDRAM - Serial ATA Controller - RAID Supported - 4 x Total Bays - 4 x 2.5"/3.5" Bay - 1 x Total Slot(s) - Gigabit Ethernet - 2 USB Port(s) - Network (RJ-45) - DiskStation Manager - iSCSI, LDAP, HTTP, HTTPS, SMB, AFP, NFS, WEBDAV, CalDAV, Telnet, SSH, ... - 1U - Rack-mountable	1.00	\$2,410.00	\$2,410.00
Synology License Pack - Surveillance Station - License 8 Camera	4.00	\$444.00	\$1,776.00
Synology IP Camera License Pack For 1	3.00	\$67.00	\$201.00
Synology 8 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - Server Device Supported - 7200rpm - 550 TB TBW	4.00	\$390.00	\$1,560.00
Arecont Vision MegaDome G3 3 Megapixel Network Camera - Dome - 50 ft Night Vision - MJPEG, H.264, MPEG-4 - 2048 x 1536 - 2.9x Optical - CMOS - Junction Box Mount, Pole Mount, Corner Mount, Pendant Mount, Wall Mount, Flush Mount	4.00	\$713.00	\$2,852.00
Wall Mount Bracket with J-Box	6.00	\$80.00	\$480.00
MEGADOME CAP FOR PENDANT MOUNTING (1.5" NPT NIPPLE)	4.00	\$56.00	\$224.00
Arecont Vision MegaView 2 10 Megapixel Network Camera - 1 Pack - Bullet - 100 ft Night Vision - MJPEG, H.264, MPEG-4 - 3648 x 2752 - 1.9x Optical - Pole Mount, Corner Mount, Wall Mount	6.00	\$936.00	\$5,616.00

Mount Cap for SurroundVideo	2.00	\$48.00	\$96.00
Corner Mount for SurroundVideo	2.00	\$27.00	\$54.00
360 Day/Night WDR 12MP IP Camera 2.8-6mm remote zoom and focus	1.00	\$2,286.00	\$2,286.00
5ft Cat5e Snagless UTP Cable - Blue	35.00	\$4.50	\$157.50
5MP Contera Outdoor Micro Bullet,H.265/H.264/M-JPEG, WDR 120db, NightView, SNAPstream+, 3.6mm Lens, 30fps, IR, Defog IP66, IK-10, POE	23.00	\$222.00	\$5,106.00
MCB-JBA-W is a junction box accessory for Contera Micro Bullet IP megapixel cameras. The perfect solution for mounting Contera Micro Bullet in outdoor environments.	23.00	\$42.00	\$966.00
Mounting Accessories	1.00	\$200.00	\$200.00
<b>Total Other Charges:</b>			<b>\$23,984.50</b>
Beginning August 1, 2022, NW Technology will be charging a 3.0% transaction fee to all Credit Card payment. Fee will be added at the time of payment. Make checks payable to NW Technology LLC	<b>Invoice Subtotal:</b>		<b>\$24,212.00</b>
	<b>Sales Tax:</b>		<b>\$2,130.66</b>
	<b>Invoice Total:</b>		<b>\$26,342.66</b>
	<b>Payments:</b>		<b>-\$23,000.00</b>
	<b>Credits:</b>		<b>\$0.00</b>
	<b>Balance Due:</b>		<b>\$3,342.66</b>

Thank you for your business!  
 All invoices due over 30 days are subject to 18% finance charge.

Invoice Time Detail

Invoice Number: [REDACTED]  
Company: VMC

Charge To: VMC / New Camera System Date: 4/6/2022

Staff	Notes	Bill	Hours
[REDACTED]	Service Ticket [REDACTED] Onsite with General, and Jason and Pat to go over location changes.	Y	0.75
[REDACTED]	Service Ticke [REDACTED] Onsite walk thru	Y	1.00

Subtotal: \$227.50 USD

Invoice Time Total: Billable Hours: 1.75

NW Technology LLC  
 5160 Industrial PL  
 Suite 104  
 Ferndale, WA 98248  
 (360) 384-6987



Bill To: VMC Attn: Carl Wang 2219 Rimland Dr Suite 301 Bellingham, WA 98226 United States
-------------------------------------------------------------------------------------------------------------

Date	Invoice
07/26/2022	
Account	
VICINITY MOTOR (BUS) USA CORP.	

Terms	Due Date	PO Number	Reference
Net 30 days	08/25/2022		

Other Charges	Quantity	Price	Amount
Billable Other Charges			
Yealink WH63 DECT Wireless Headset for Microsoft Teams - Convertible Headset Multiple wearing options USB Connection Seamless integration with Yealink Teams phones or PC	1.00	\$199.00	\$199.00
Yealink IP Phone - T46U	1.00	\$269.00	\$269.00
Yealink IP Phone - T43U	13.00	\$179.00	\$2,327.00
SSL Purchase	1.00	\$135.00	\$135.00
Total Other Charges:			\$2,930.00

Beginning August 1, 2022, NW Technology will be charging a 3.0% transaction fee to all Credit Card payment. Fee will be added at the time of payment. Make checks payable to NW Technology LLC	Invoice Subtotal:	\$2,930.00
	Sales Tax:	\$245.96
	Invoice Total:	\$3,175.96
	Payments:	-\$2,795.00
	Credits:	\$0.00
Balance Due:		\$380.96

Thank you for your business!  
 All invoices due over 30 days are subject to 18% finance charge.

From: [redacted]@vicinitymotor.com>  
 Sent: Thursday, February 10, 2022 3:28 PM  
 To: [redacted]@vicinitymotor.com>; [redacted]@vicinitymotor.com>  
 Cc: [redacted]@vicinitymotor.com>; [redacted]@vicinitymotor.com>  
 Subject: RE: BA Facility IT Networking & Security Surveillance systems payments

Thank you Carl for the information.

@Aman – Refer below emails for the payment approvals from Manuel and Dan, can you please send a check to NW Technology for upfront payment of 103,795.00?

One thing I'm not sure is when to add the taxes?? Carl/Nan do you know this?

BA Plant Networking and Surveillance System						
Project Code : [redacted]						
Item		Price	Order status	deposit required	Balance	Taxes
Plant Networking	[redacted]	90,508.08	done	66,000.00	26,508.08	7,984.71
Surveillance Camera	[redacted]	30,984.50	done	23,000.00	7,984.50	2,728.54
Wireless equip	[redacted]	14,416.00	done	13,000.00	1,416.00	1,268.81
Telephones	[redacted]	6,130.00	done	2,795.00	3,335.00	527.68
Total, US\$		142,038.68		103,795.00	38,243.68	12,487.62
Grand total (total + tax), US\$		154,526.10				

Ashok

From: [redacted]@vicinitymotor.com>  
 Sent: February 10, 2022 3:09 PM  
 To: [redacted]@vicinitymotor.com>  
 Cc: [redacted]@vicinitymotor.com>; [redacted]@vicinitymotor.com>  
 Subject: RE: BA Facility IT Networking & Security Surveillance systems payments

Hi Ashok,

I confirmed with NWT that we simply need to mail them a check addressed to "NW Technology" for the total deposit amounts. One check is enough.

Best regards,

Carl Wang  
 IT Manager

M: 778-991-0038  
 W: vicinitymotorcorp.com  
 E: [redacted]@vicinitymotor.com



Approved by *Emilia Attache*

# CONTRACTOR PAYMENT APPLICATION

**TO OWNER:**

Wichity Motor Corporation  
 3168 262nd Street  
 Aldergrove, BC V4W 3J6 CANADA

**PROJECT:**

Wichity Motor PEMB  
 5035 LaBounty Road  
 Ferndale, WA 98248

**APPLICATION No.:**

PERIOD FROM: 11/1/2022  
 PERIOD THROUGH: 1/31/2023  
 PAGE: 1 OF 2  
 CONTRACT No.: n/a  
 PROJECT No.:

**FROM CONTRACTOR:**

FABER CONSTRUCTION CORP.  
 8951 Harrington Road  
 Lynden WA 98264

**PAY REQUEST SUMMARY**

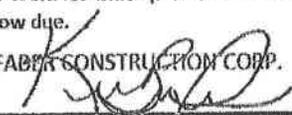
Application is made for payment, as shown below, in connection with the Contract, per Continuation Sheet attached.

1. Original Contract Sum WITHOUT Sales Tax		\$11,322,000.00
2. Net Change By Previously Authorized Change Orders		\$101,129.73
3. Contract Sum To Date (Line 1 +/- Line 2)		\$11,423,129.73
4. Total Completed (Column F on Continuation Sheet)	98%	\$11,210,333.89
5. Less: Previous Total Completed (Line 4 from prior Certificate)		\$11,106,912.83
6. Total Completed This Period		\$103,421.06
7. Sales Tax	8.8% of Total Completed This Period	\$9,101.05
8. Payment Due (Line 6 plus Line 7)		\$112,522.11
9. Balance to Completion (Line 3 minus Line 4)		\$212,795.84

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	NET CHANGES
Total changes approved in previous months	\$83,530.13	\$0.00	\$83,530.13
Total approved this Month	\$17,599.60	\$0.00	\$17,599.60
TOTALS	\$101,129.73	\$0.00	\$101,129.73

**CONTRACTOR'S CERTIFICATION:** The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: FABER CONSTRUCTION CORP.

Signature: 

Date: 03.10.2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

PROJECT: Vicinity Motor PEMB

APPLICATION No.:             
 PERIOD FROM: 11/1/2022  
 PERIOD THROUGH: 1/31/2023  
 PAGE: 2 of 2  
 CONTRACT No.: n/a  
 PROJECT No.:           

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F TOTAL COMPLETED	G PERCENT COMPLETED (F÷C)	H BALANCE TO FINISH (C-F)
			FROM PREVIOUS	THIS PERIOD			
001	Mobilization	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 50,000.00	100%	\$ -
002	Insurance	\$ 88,350.00	\$ 88,350.00	\$ -	\$ 88,350.00	100%	\$ -
003	Supervision	\$ 315,000.00	\$ 302,675.00	\$ 3,150.00	\$ 305,825.00	97%	\$ 9,175.00
004	Misc. General Conditions	\$ 77,633.00	\$ 74,363.19	\$ 776.33	\$ 75,139.52	97%	\$ 2,493.48
005	Concrete Layout	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	100%	\$ -
006	Concrete Pumping	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00	100%	\$ -
007	Concrete Reinforcement	\$ 85,000.00	\$ 85,000.00	\$ -	\$ 85,000.00	100%	\$ -
008	Concrete Materials	\$ 576,660.00	\$ 576,660.00	\$ -	\$ 576,660.00	100%	\$ -
009	Concrete Subcontractor	\$ 289,000.00	\$ 289,000.00	\$ -	\$ 289,000.00	100%	\$ -
010	Structural Steel Labor	\$ 46,240.00	\$ 46,240.00	\$ -	\$ 46,240.00	100%	\$ -
011	Structural Material	\$ 164,600.00	\$ 164,600.00	\$ -	\$ 164,600.00	100%	\$ -
012	Metal Fabrications	\$ 92,000.00	\$ 92,000.00	\$ -	\$ 92,000.00	100%	\$ -
013	Lumber Framing labor	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	100%	\$ -
014	Lumber Package	\$ 109,110.00	\$ 109,110.00	\$ -	\$ 109,110.00	100%	\$ -
015	Metal Panels - Kingspan	\$ 1,037,676.00	\$ 1,037,676.00	\$ -	\$ 1,037,676.00	100%	\$ -
016	Metal Panels - Labor	\$ 226,124.00	\$ 226,124.00	\$ -	\$ 226,124.00	100%	\$ -
017	Building Insulation	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 120,000.00	100%	\$ -
018	Doors	\$ 116,890.00	\$ 116,890.00	\$ -	\$ 116,890.00	100%	\$ -
019	Overhead Doors	\$ 144,000.00	\$ 144,000.00	\$ -	\$ 144,000.00	100%	\$ -
020	Windows	\$ 110,000.00	\$ 110,000.00	\$ -	\$ 110,000.00	100%	\$ -
021	Storefront	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	100%	\$ -
022	Drywall/Framing	\$ 329,140.00	\$ 329,140.00	\$ -	\$ 329,140.00	100%	\$ -
023	Acoustical Ceilings	\$ 65,000.00	\$ 65,000.00	\$ -	\$ 65,000.00	100%	\$ -
024	Flooring	\$ 55,000.00	\$ 55,000.00	\$ -	\$ 55,000.00	100%	\$ -
025	Painting	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 40,000.00	100%	\$ -
026	Toilet And Bath Accessories	\$ 33,200.00	\$ 33,200.00	\$ -	\$ 33,200.00	100%	\$ -
027	Dock Loading Equipment	\$ 55,170.00	\$ 55,170.00	\$ -	\$ 55,170.00	100%	\$ -
028	Pre-engineered Building Material	\$ 1,650,000.00	\$ 1,650,000.00	\$ -	\$ 1,650,000.00	100%	\$ -
029	Pre-engineered Building - Labor	\$ 830,975.00	\$ 830,975.00	\$ -	\$ 830,975.00	100%	\$ -
030	Gutters Downspouts/Flashing	\$ 68,000.00	\$ 68,000.00	\$ -	\$ 68,000.00	100%	\$ -
031	Fire Sprinkler System	\$ 445,500.00	\$ 445,500.00	\$ -	\$ 445,500.00	100%	\$ -
032	Plumbing	\$ 262,000.00	\$ 262,000.00	\$ -	\$ 262,000.00	100%	\$ -
033	Plumbing: Leak Test Bay	\$ 200,000.00	\$ 200,000.00	\$ -	\$ 200,000.00	100%	\$ -
034	HVAC	\$ 692,500.00	\$ 680,450.00	\$ 12,050.00	\$ 692,500.00	100%	\$ -
035	HVAC: Main Compressor	\$ 160,000.00	\$ 160,000.00	\$ -	\$ 160,000.00	100%	\$ -
036	Electrical	\$ 1,362,112.00	\$ 1,160,984.64	\$ -	\$ 1,160,984.64	85%	\$ 201,127.36
037	Earthwork	\$ 1,352,120.00	\$ 1,352,120.00	\$ -	\$ 1,352,120.00	100%	\$ -
<b>TOTAL</b>		<b>\$ 11,322,000.00</b>	<b>\$ 11,093,227.83</b>	<b>\$ 15,976.33</b>	<b>\$ 11,109,204.16</b>	<b>98%</b>	<b>\$ 212,795.85</b>
<b>OWNER APPROVED CHANGE ORDERS</b>							
038	Change Order 001 - Builders Risk	\$ 13,685.00	\$ 13,685.00	\$ -	\$ 13,685.00	100%	\$ -
039	Change Order 002 - Temp Permanent Service Power	\$ 69,845.13	\$ -	\$ 69,845.13	\$ 69,845.13	100%	\$ -
040	Change Order 003 - Paint Booth Electrical Additions	\$ 17,599.60	\$ -	\$ 17,599.60	\$ 17,599.60	100%	\$ -
<b>TOTAL</b>		<b>\$ 101,129.73</b>	<b>\$ 13,685.00</b>	<b>\$ 87,444.73</b>	<b>\$ 101,129.73</b>	<b>100%</b>	<b>\$ -</b>
<b>GRAND TOTAL</b>		<b>\$ 11,423,129.73</b>	<b>\$ 11,106,912.83</b>	<b>\$ 103,421.06</b>	<b>\$ 11,210,333.89</b>	<b>98%</b>	<b>\$ 212,795.84</b>
<b>ITEMS DO NOT INCLUDE SALES TAX</b>							

# SIEMENS

Siemens Industry Software ULC, 1577 North Service Rd E, Oakville, Ontario,  
L6H 0H6 Canada

Attn: Accounts Payable  
GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD  
3168 262 ST  
V4W 2Z6 ALDERGROVE British Columbia  
Canada

Billing address/Compte de Fact  
GRANDE WEST TRANSPORTATION  
INTERNATIONAL LTD  
3168 262 ST  
V4W 2Z6 ALDERGROVE British Columbia  
Canada

## Facture/Invoice

Please quote with all payments and queries/Merci d'utiliser ces références pour  
toute correspondance

Invoice No./Numéro de [REDACTED]  
Date/Date 14 SEP 2021  
Customer No./Numéro de [REDACTED]  
Billing address/Compte [REDACTED]

Name/Nom [REDACTED]  
Department/Département DI SW FIN OPS OTCO PL CS US

Telephone/Téléphone +1 (513) 5763690  
E-mail/Email [REDACTED]@SIEMENS.COM

LSDA No./N° de LSDA [REDACTED]  
Your Order No./N° de  
Commande 10 SEP 2021  
Your Contact/Contact Client Fuchun Ma

Order/N° de Commande [REDACTED] 14 SEP 2021

Shipping Address/Adresse de LI  
Grande West Transportation  
International Ltd.  
3168 262 Street  
V4W 2Z6 Aldergrove British Columbia  
Canada

Item/Article	Designation/Description Produit	Quantity /Qté	QU/U nité	Price in/Prix en USD Price unit/Prix Unitaire	Total in/Total en USD
000001	NX11110 NX Mach 1 Design (Floating) - legacy Installation: 1796638/Grande West Transportation Subscription Period/Priode de: 11 SEP 2021 - 10 SEP 2022 AL Code: N ECCN Code: 5D002ENCU Country of Origin/Pays d'origi: US	2	USR	6,900.00	13,800.00
000002	NX12100 NX Mach 2 Product Design - legacy Installation: 1796638/Grande West Transportation Subscription Period/Priode de: 11 SEP 2021 - 10 SEP 2022 AL Code: N ECCN Code: 5D002ENCU	6	USR	8,676.00	52,056.00

Siemens Industry Software ULC

1577 North Service Rd E  
Oakville, Ontario L6H 0H6  
Canada

Tel: +1 905-618-4000  
Fax: +1 905-618-4001  
www.siemens.com/plm

# SIEMENS

## Facture/Invoice

Invoice No./Numéro de [REDACTED]  
Date/Date 14 SEP 2021

Item/Article	Designation/Description Produit	Quantity QU/U /Qté	Unité	Price in/Prix en USD Price unit/Prix Unitaire	Total in/Total en USD
000003	NX30160 NX Routing Harness Installation: 1796638/Grande West Transportation Subscription Period/Priode de: 11 SEP 2021 - 10 SEP 2022 AL Code: N ECCN Code: EAR99	2	USR	10,044.00	20,088.00
000004	UG10000-WISD NX S/W and Doc Media Site Set - Windows Installation: 1796638/Grande West Transportation Subscription Period/Priode de: 11 SEP 2021 - 10 SEP 2022 AL Code: N ECCN Code: EAR99 Country of Origin/Pays d'origi: US	1	USR	300.00	300.00
				<b>Net Value/Sous total HT:</b>	<b>86,244.00</b>
Tax Code: C8 Tax Jur Code Level 1 5.000%		86,244.00		4,312.20	
				<b>Tax:</b>	<b>4,312.20</b>
				<b>Total/Total final TTC:</b>	<b>90,556.20</b>

These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal to "N" are subject to European export authorization. Items labeled with "GB" not equal to "N" are subject to UK national export authorization. Items without label or with label "AL:N" / "ECCN:N" / "GB:N" may require authorization from responsible authorities, depending on the final end-use, or the destination.

Ces articles sont contrôlés par le Gouvernement des Etats-Unis (lorsqu'il est mentionné un code "ECCN" différent de "N") et leur exportation n'est autorisée que vers le pays de destination finale pour utilisation par le destinataire final ou l'utilisateur final identifié dans le présent document. Ils ne doivent pas être revendus, transférés ou cédés de toute autre manière à un autre pays ou à une personne autre que le destinataire final ou l'utilisateur final autorisé, soit sous leur forme originale, soit après avoir été incorporés dans d'autres articles, sans l'approbation préalable du gouvernement des Etats-Unis, à moins que les dispositions législatives ou réglementaires en vigueur aux Etats-Unis ne le permettent. Les articles codifiés "AL" différent de "N" sont soumis à une autorisation d'exportation européenne. Les articles codifiés "GB" différent de "N" sont soumis à une autorisation d'exportation nationale britannique. Les articles non codifiés, ou avec les codes "AL:N" / "ECCN:N" / "GB:N" peuvent nécessiter une autorisation des autorités compétentes, selon leur utilisation finale ou leur destination.

Payment terms/Terms de paiement: Net due within 30 days, without offset or deduction/ sans compensation ou déduction

Please remit to/Payables à:  
Siemens Industry Software ULC.  
P.O.BOX 3002  
Carol Stream, IL 60132-3002  
QST Number-1020891234TQ001  
HST Number-871432977RT

For Wire Transfers:



**Facture/Invoice**

Invoice No./Numéro de [REDACTED]  
Date/Date 14 SEP 2021

---

Bank Account Name	Bank Name	Account Number ABA	SWIFT Code
Siemens Industry Software ULC	CITIBANK NEW YORK	[REDACTED]	[REDACTED]

Please email remittance detail to: [REDACTED]@SIEMENS.COM or fax 314-264-8912

With kind regards,  
Siemens Industry Software ULC

# SIEMENS

Siemens Industry Software ULC , 1577 North Service Rd E, Oakville, Ontario,  
L6H 0H6 Canada

Attn: Accounts Payable  
VICINITY MOTOR (BUS) CORP  
3168 262 ST  
V4W 2Z6 ALDERGROVE British Columbia  
Canada

**Billing address/Compte de Fact**  
VICINITY MOTOR (BUS) CORP  
3168 262 ST  
V4W 2Z6 ALDERGROVE British Columbia  
Canada

## Facture/Invoice

Please quote with all payments and queries./Merci d'utiliser ces références pour toute correspondance

Invoice No./Numéro de [REDACTED]  
Date/Date 25 MAR 2022  
Customer No./Numéro de [REDACTED]  
Billing address/Compte [REDACTED]

Name/Nom TERM 02/01/2022 Van Pham  
Department/Département DI SW FIN OPS OTCO PL CS US

Telephone/Téléphone +1 (513) 5763690  
E-mail/Email [REDACTED]@SIEMENS.COM

LSDA No./N° de LSDA [REDACTED]  
Your Order No./N° de [REDACTED]  
Commande 10 SEP 2021  
Your Contact/Contact Client Fuchun Ma

Order/N° de Commande [REDACTED] / 14 SEP 2021

**Shipping Address/Adresse de Li**  
VICINITY MOTOR (BUS) CORP  
3168 262 St  
V4W 2Z6 ALDERGROVE British Columbia  
Canada

Item/Article	Designation/Description Produit	Quantity /Qté	QU/U /Unité	Price in/Prix en USD Price unit/Prix Unitaire	Total in/Total en USD
000001	TC010231 Change management User Installation: 1933599/VICINITY MOTOR (BUS) CORP Subscription Period/Priode de: 11 SEP 2021 - 10 SEP 2022 AL Code: N ECCN Code: 5D002ENCU	5	USR	1,008.00	5,040.00
000002	TC030401 Classification User Installation: 1933599/VICINITY MOTOR (BUS) CORP Subscription Period/Priode de: 11 SEP 2021 - 10 SEP 2022 AL Code: N ECCN Code: 5D002ENCU Country of Origin/Pays d'origi: US	4	USR	660.00	2,640.00

Siemens Industry Software ULC

1577 North Service Rd E  
Oakville, Ontario L6H 0H6  
Canada

Tel: +1 905-618-4000  
Fax: +1 905-618-4001  
www.siemens.com/plm

# SIEMENS

## Facture/Invoice

Invoice No./Numéro de [REDACTED]  
Date/Date 25 MAR 2022

Item/Article	Designation/Description Produit	Quantity /Qté	QU/Unité	Price in/Prix en USD Price unit/Prix Unitaire	Total in/Total en USD
000003	TC10101 Teamcenter Author Installation: 1933599/VICINITY MOTOR (BUS) CORP Subscription Period/Priode de: 11 SEP 2021 - 10 SEP 2022 AL Code: N ECCN Code: 5D002ENCU Country of Origin/Pays d'origi: US	20	USR	1,308.00	26,160.00
000004	TC10102 Teamcenter Consumer Installation: 1933599/VICINITY MOTOR (BUS) CORP Subscription Period/Priode de: 11 SEP 2021 - 10 SEP 2022 AL Code: N ECCN Code: 5D002ENCU	10	USR	624.00	6,240.00
000005	TC1DOTC Teamcenter Deployment Installation: 1933599/VICINITY MOTOR (BUS) CORP Subscription Period/Priode de: 11 SEP 2021 - 10 SEP 2022 AL Code: N ECCN Code: EAR99	1	USR	0.00	0.00
000006	TC30600 NX Embedded Client Installation: 1933599/VICINITY MOTOR (BUS) CORP Subscription Period/Priode de: 11 SEP 2021 - 10 SEP 2022 AL Code: N ECCN Code: 5D002ENCU Country of Origin/Pays d'origi: US	8	USR	1,260.00	10,080.00
				<b>Net Value/Sous total HT:</b>	<b>50,160.00</b>
Tax Code: C8 Tax Jur Code Level 1 5.000%				50,160.00	2,508.00
				<b>Tax:</b>	<b>2,508.00</b>
				<b>Total/Total final TTC:</b>	<b>52,668.00</b>

These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal to "N" are subject to European export authorization. Items labeled with "GB" not equal to "N" are subject to UK national export authorization. Items without label or with label "AL:N" / "ECCN:N" / "GB:N" may require authorization from responsible authorities, depending on the final end-use, or the destination.

Ces articles sont contrôlés par le Gouvernement des Etats-Unis (lorsqu'il est mentionné un code "ECCN" différent de "N") et leur exportation n'est autorisée que vers le pays de destination finale pour utilisation par le destinataire final ou l'utilisateur final identifié dans le présent document. Ils ne doivent pas être revendus, transférés ou cédés de toute autre manière à un autre pays ou à une personne autre que le destinataire final ou l'utilisateur final autorisé, soit sous leur forme originale, soit après avoir été incorporés dans d'autres articles, sans l'approbation préalable du gouvernement des Etats-Unis, à moins que les dispositions législatives ou réglementaires en vigueur aux Etats-Unis ne le permettent. Les articles codifiés "AL" différent de "N" sont soumis à une autorisation d'exportation européenne. Les articles codifiés "GB" différent de "N" sont soumis à une autorisation d'exportation nationale britannique. Les articles non codifiés, ou avec les codes "AL:N" / "ECCN:N" / "GB:N" peuvent nécessiter une autorisation des autorités compétentes, selon leur utilisation finale ou leur destination.

Payment terms/Terms de paiement: Net due within 30 days, without offset or deduction/ sans compensation ou

# SIEMENS

## Facture/Invoice

Invoice No./Numéro de [REDACTED]  
Date/Date 25 MAR 2022

déduction

Please remit to/Payables à:  
Siemens Industry Software ULC.  
P.O.BOX 3002  
Carol Stream, IL 60132-3002  
QST Number-1020891234TQ001  
HST Number-871432977RT

For Wire Transfers:

Bank Account Name	Bank Name	Account Number	ABA	SWIFT Code
Siemens Industry Software ULC	CITIBANK NEW YORK	[REDACTED]	[REDACTED]	[REDACTED]

Please email remittance detail to: REMITTANCEDetail.PLM@SIEMENS.COM or fax 314-264-8912

With kind regards,

Siemens Industry Software ULC

INVOICE

& Hoist Company Inc.  
Avenue SW  
98047  
663-6001

INVOICE NUMBER [REDACTED]

INVOICE DATE: 8/23/2021

SALESPERSON: MCC

CUSTOMER [REDACTED]

JOB NUMBER [REDACTED]

TERMS: Due Upon Receipt [REDACTED]

Grande West Transportation  
3100 202 St  
Aldergrove, BC V4W 2Z8, Canada

CONTACT:  
CONTRACT No.:  
JOB DESC: Bridge Cranes  
COMMENT: Jobsite: Fandala, WA

BILL METHOD: TIME & MATERIAL

ORIGINAL CONTRACT AMOUNT:	175,005.00
TAXABLE AMOUNT:	0.00
NON-TAXABLE AMOUNT:	43,973.75
AMOUNT BILLED THIS INVOICE:	43,973.75
INVOICE TOTAL:	<u>43,973.75</u>

25% .

INVOICE DETAIL

Cranes

INVOICE NUMBER: [REDACTED]  
 INVOICE DATE: 06/23/2021  
 JOB NUMBER: [REDACTED]

CODE	TYPE	DESCRIPTION	TC	U/M	UNITS	TRAN DATE	BILL RATE	BILL AMOUNT
		(2) 3-ton bridge cranes						
		25% With Order	NT					43,973.75

NET INVOICE: 43,973.75

INVOICE

Washington Crane & Hoist Company Inc.  
1334 Thornton Avenue SW  
Pacific, WA 98047  
(253) 863-6661

INVOICE NUMBER [REDACTED]

INVOICE DATE: 12/31/2021

SALESPERSON: MCC

Grande West Transportation  
3168 262 St  
Aldergrove, BC V4W 2Z6, Canada

CUSTOMER NO [REDACTED]

JOB NUMBER [REDACTED]

TERMS: Due Upon Receipt

CONTACT:  
CONTRACT No.:  
JOB DESC: Bridge Cranes  
COMMENT: Jobsite: Ferndale, WA

BILL METHOD: TIME & MATERIAL

---

ORIGINAL CONTRACT AMOUNT:	175,895.00
TAXABLE AMOUNT:	0.00
NON-TAXABLE AMOUNT:	43,973.75
AMOUNT BILLED THIS INVOICE:	43,973.75
INVOICE TOTAL:	<u>43,973.75</u>

INVOICE DETAIL

JOB DESC: Bridge Cranes

INVOICE NUMBER [REDACTED]  
 INVOICE DATE: 12/31/2021  
 JOB NUMBER [REDACTED]

COST CODE	TYPE	DESCRIPTION BILL METHOD	TC	U/M	UNITS	TRAN DATE BILL RATE	BILL AMOUNT
		(2) 3-ton bridge cranes					
		25% Due Upon Submittal Approval					
		NT					43,973.75

NET INVOICE: 43,973.75

INVOICE

Washington Crane & Hoist  
1334 Thornton Avenue SW  
Pacific, WA 98047  
(253) 863-6661

INVOICE NUMBER: [REDACTED]

INVOICE DATE: 4/30/2022

SALESPERSON: [REDACTED]

CUSTOMER NO: [REDACTED]

JOB NUMBER: [REDACTED]

Grande West Transportation  
3168 262 St  
Aldergrove, BC V4W 2Z6, Canada

TERMS: Net 30

CONTACT:  
CONTRACT No.:  
JOB DESC: Bridge Cranes  
COMMENT: Jobsite: Ferndale, WA

BILL METHOD: TIME & MATERIAL

---

ORIGINAL CONTRACT AMOUNT:	175,895.00
TAXABLE AMOUNT:	0.00
NON-TAXABLE AMOUNT:	43,973.75
AMOUNT BILLED THIS INVOICE:	43,973.75
INVOICE TOTAL:	<u>43,973.75</u>

INVOICE DETAIL

JOB DESC: Bridge Cranes

INVOICE NUMBER: [REDACTED]  
INVOICE DATE: 04/30/2022  
JOB NUMBER: [REDACTED]

COST CODE	TYPE	DESCRIPTION	TC	U/M	UNITS	TRAN DATE	BILL RATE	BILL AMOUNT
		(2) 3-ton bridge cranes						
		25% Due Prior to Shipment						
			NT					43,973.75

NET INVOICE: 43,973.75

INVOICE

Washington Crane & Hoist  
1334 Thornton Avenue SW  
Pacific, WA 98047  
(253) 863-6601

INVOICE NUMBER: [REDACTED]

INVOICE DATE: 10/31/2022

SALESPERSON: [REDACTED]

CUSTOMER NO: [REDACTED]

JOB NUMBER: [REDACTED]

Grande West Transportation  
3168 202 St  
Aldergrove, BC V4W 2Z6, Canada

TERMS: Net 30

CONTACT:  
CONTRACT No.:  
JOB DESC: Bridge Cranes  
COMMENT: Joballs: Ferndale, WA

BILL METHOD: TIME & MATERIAL

ORIGINAL CONTRACT AMOUNT:	175,895.00
TAXABLE AMOUNT:	0.00
NON-TAXABLE AMOUNT:	43,973.75
AMOUNT BILLED THIS INVOICE:	43,973.75
INVOICE TOTAL:	<u>43,973.75</u>

INVOICE DETAIL

Page: 1

JOB DESC: Bridge Cranes

INVOICE NUMBER: [REDACTED]  
INVOICE DATE: [REDACTED]  
JOB NUMBER: [REDACTED]

COST CODE	TYPE	DESCRIPTION	BILL METHOD	TC	UM	UNITS	TRAN DATE	BILL RATE	BILL AMOUNT
		(2) 3-ton bridge cranes							
		25% Due Not 30 Days After Completion							
		NT							43,973.75

NET INVOICE: 43,973.75

**GRANDE WEST**

Grande West Transportation USA Inc.  
 1541 Reynolds Rd. - Building 7  
 CHARLOTTE, MI 48813 AMERICA  
 Phone 604 607 4000  
 www.grandewest.com

**PURCHASE ORDER**

PO NUMBER: [REDACTED]  
 REVISION NUMBER: [REDACTED]  
 DATE: 2021-06-24

**BILL TO:**

Grande West Transportation USA Inc.  
 2219 Rhuland Dr. Suite 301  
 BELLINGHAM, WA, 98226 AMERICA

**SHIP TO:**

Grande West Transportation USA Inc. (Ferndale)  
 6433 Pacific Fern Drive  
 FERNDAL, WA, 98248 AMERICA

**PURCHASE ORDER ISSUED TO:**

VENDOR: WASHINGTON CRANE & HOIST  
 ADDRESS: 1334 Thornton Avenue S.W.  
 PACIFIC, WA, 98047 AMERICA

**ADDITIONAL INFORMATION:**

All Shipment Labelled GRANDE WEST - DO NOT Inventory  
 WA Plant Crane

**CONTACT:**

PHONE: +1 [REDACTED]  
 EMAIL: [REDACTED]@washingtoncrane.com

PLEASE SHIP ON: 2021-10-15

LINE #	GRANDE WEST PART #	VENDOR PART #	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1	SVC-0072	3T-SQTR-70.5	Bridge Crane, Single glider top running, Capacity 3-Ton Capability	2Sct	66615.00	137,230.00
2	SVC-0000		Production Freight	1Ea	2800.00	2,800.00
3	SVC-0000		INSTALLATION, START-UP & LOAD TEST	1Ea	35895.00	35,895.00
					<b>TOTAL (USD)</b>	<b>175,925.00</b>
REQUESTED SHIP DATE: 2021-10-16 PROMISED SHIP DATE: BUS BUILD: WA END USER: WA Plant Crane						
SHIP COMPLETE AND CONSOLIDATED, UNLESS WRITTEN AUTHORIZATION PROVIDED BY GRANDE WEST						
SUPPLIER NOTE: All Shipment Labelled GRANDE WEST - DO NOT Inventory						
SHIPPING REQUIREMENTS: *Buy America Certificate is required *NAFTA documentation is required for International Shipping *Customs Broker:						
PAYMENT TERMS: Net 30						

*25/5*

PLEASE SEND CONFIRMATION OF ORDER AND SHIPPING DETAILS VIA EMAIL TO ntang@grandewest.com

PURCHASE ORDER ISSUED BY:

APPROVED BY:

[REDACTED SIGNATURE]

[REDACTED SIGNATURE]

**Wheeler's Equipment Company and Services /  
CarbonTek USA Washington**

14751 N Kelsey St  
 Montoe, WA 98272  
 +1 4254356404  
 [REDACTED]@live.com



**INVOICE**

**BILL TO**  
 Vicinity Motor (Bus) USA Corp.  
 2219 Rimland Dr. Suite 301  
 BELLINGHAM, WA, 98226  
 AMERICA

**SHIP TO**  
 Vicinity Motor (Bus) USA Corp.  
 (Ferndale)  
 5433 Pacific Fern Drive  
 FERNDALE, WA, 98248  
 AMERICA

**SHIP DATE** 07/01/2022

**INVOICE** [REDACTED]  
**DATE** 12/17/2021  
**TERMS** Due on receipt  
**DUE DATE** 12/31/2021

**P.O. NUMBER**  
 [REDACTED]

**SALES REP**  
 [REDACTED]

**SITE LOCATION**  
 Ferndale, WA

DATE	ACTIVITY	QTY	RATE	AMOUNT
	V-040-A-30F Vertical Rise Drive-On Lift 40000lb x 30' (Flush Mounted)	0.45	108,449.00	48,802.05
	V-000-A-264 Rolling Jack - 26,400lbs (for 35-64K Lifts)	0.90	9,725.00	8,752.50
	V-502-A-420 Alignment Cutout Extension (for 35-64K Lifts)	0.45	6,265.00	2,819.25
	V-502-A-101 U Shaped Rolling Jack Rail (3' Increments) (for 35-64K Lifts)	9	245.00	2,205.00
	V-403-A-620 Track Lights (24V) - 10 LED Lights - up to 42' Track (for 35-64K Lifts)	0.45	2,805.00	1,262.25
	Misc Steel Surcharge *Mohawk VR lift*	0.45	5,422.45	2,440.10
	Install Lift Installation *Mohawk VR lift*	0.45	5,500.00	2,475.00
	Misc Equipment rental *Mchawk VR lift	0.45	1,500.00	675.00
	Misc Hunter Alignment Equipment ***See attachment***	0.90	48,986.35	44,087.72
	HDC50U011RD 33' Long Ramp KILHDC50U011RD	0.45	82,444.80	37,100.16
	Rotary 25K Rolling Jacks Rotary 25K Rolling Jacks	0.90	13,419.26	12,077.33

127

Rotary Lighting Kit for FlexMax 19	0.45	1,248.80	561.96
Rotary Lighting Kit for FlexMax 19			
Misc	0.45	10,465.00	4,709.25
Steel Surcharge "Rotary lift"			
Install	0.45	2,500.00	1,125.00
Lift Installation "Rotary lift"			
Misc	0.45	1,800.00	810.00
Forklift rental "Rotary lift"			
Installation And Shipping Terms	0.45	0.00	0.00
<p>&gt;A fork truck must be supplied by the customer to unload the equipment from the freight carrier at time of delivery and for installation of the lift. If not available, please inquire for other options.&gt;The customer is responsible for inspecting all items at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the customer determine at the time of delivery that any items are damaged or missing, the customer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading.&gt;Mohawk is not responsible for missing or damaged items when the customer has signed they are in good condition. If any damage to the lift or missing parts or pieces is noted by the installer at the time of installation, it will be the customer's financial responsibility to replace the damaged or missing parts.&gt;The quoted installation price is for standard installation and does not include any unforeseen circumstances such as plumbing, electrical, in-ground hot water heat, rebar, steel structures, drains, or drain slopes in the existing floor.&gt;The quoted installation price does not include electrical hook-up or any concrete work that may be required. Electrical and concrete work must be performed prior to the scheduled installation date.&gt;The installation price is subject to change if the lift is unable to be installed within 30 days after receipt, if the lift is not in new condition, or if shop conditions (lack of adequate concrete, no electrical services, etc) prevent scheduled installation and requires additional return trips.&gt;Any and all permits, brokerage fees, duties, and sales tax are the responsibility of the customer.</p>			

Thank you for your business and have a great day!!! 3% processing fee applied to credit card payments. No parts will be ordered or shipped

SUBTOTAL

169,902.57

128

without payment.

TAX

0.00

\*\*\*Price subject to change without notice\*\*\*

TOTAL

169,902.57

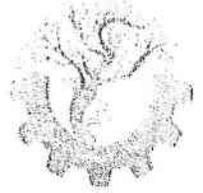
\*\*\*Shipping costs estimated at this time\*\*\*

BALANCE DUE

**\$169,902.57**

**Wheeler's Equipment Company and Services / CarbonTek USA Washington**

14751 N Kelsey St, Ste: 106-802  
 Montoe, WA 98272  
 +1 [REDACTED]  
 [REDACTED]@iva.com



**INVOICE**

<b>BILL TO</b>	<b>SHIP TO</b>	<b>SHIP DATE</b>	<b>07/08/2022</b>	<b>INVOICE</b>	[REDACTED]
A6 Tower -- 8th Floor, No.16	VMC			<b>DATE</b>	<b>06/27/2022</b>
Grand Southern Trunk Road	5453 Pacific Fern Dr			<b>TERMS</b>	<b>Due on receipt</b>
Chennai 600063	Ferndale, WA 98248			<b>DUE DATE</b>	<b>07/01/2022</b>
<b>P.O. NUMBER</b>	<b>SALES REP</b>			<b>SITE LOCATION</b>	
Ferndale Facility	[REDACTED]			Ferndale, WA	

DATE	ACTIVITY	QTY	RATE	AMOUNT
	V-040-A-30F Vertical Rise Drive-On Lift 40000lb x 30' (Flush Mounted)	0.45	108,449.00	48,802.05
	V-000-A-264 Rolling Jack - 26,400lbs (for 35-64K Lifts)	0.90	9,725.00	8,752.50
	V-502-A-420 Alignment Cutout Extension (for 35-64K Lifts)	0.45	6,265.00	2,819.25
	V-502-A-101 U Shaped Rolling Jack Rail (3' Increments) (for 35-64K Lifts)	9	245.00	2,205.00
	V-403-A-620 Track Lights (24V) - 10 LED Lights - up to 42' Track (for 35-64K Lifts)	0.45	2,805.00	1,262.25
	Misc Steel Surcharge *Mohawk VR lift*	0.45	5,422.45	2,440.10
	Install Lift Installation *Mohawk VR lift*	0.45	5,500.00	2,475.00
	Misc Equipment rental *Mohawk VR lift	0.45	1,500.00	675.00
	Misc Hunter Alignment Equipment ***See attachment***	0.90	48,986.35	44,087.72
	HDC50U011RD 33' Long Ramp Kit HDC50U011RD	0.45	82,444.80	37,100.16
	Rotary 25K Rolling Jacks Rotary 25K Rolling Jacks	0.90	13,419.26	12,077.33
	Rotary Lighting Kit for FlexMax 19 Rotary Lighting Kit for FlexMax 19	0.45	1,248.80	561.96

Misc Steel Surcharge *Rotary lift*	0.45	10,465.00	4,709.25
Install Lift installation *Rotary lift*	0.45	2,500.00	1,125.00
Misc Forklift rental *Rotary lift*	0.45	1,800.00	810.00
Installation And Shipping Terms >A fork truck must be supplied by the customer to unload the equipment from the freight carrier at time of delivery and for installation of the lift. If not available, please inquire for other options.>The customer is responsible for inspecting all items at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the customer determine at the time of delivery that any items are damaged or missing, the customer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading.>Mohawk is not responsible for missing or damaged items when the customer has signed they are in good condition. If any damage to the lift or missing parts or pieces is noted by the installer at the time of installation, it will be the customer's financial responsibility to replace the damaged or missing parts.>The quoted installation price is for standard installation and does not include any unforeseen circumstances such as plumbing, electrical, in-ground hot water heat, rebar, steel structures, drains, or drain slopes in the existing floor.>The quoted installation price does not include electrical hook-up or any concrete work that may be required. Electrical and concrete work must be performed prior to the scheduled installation date.>The installation price is subject to change if the lift is unable to be installed within 30 days after receipt, if the lift is not in new condition, or if shop conditions (lack of adequate concrete, no electrical service, etc) prevent scheduled installation and requires additional return trips.>Any and all permits, brokerage fees, duties, and sales tax are the responsibility of the customer.	0.45	0.00	0.00

Thank you for your business and have a great day!!! 3% processing fee applied to credit card payments. No parts will be ordered or shipped without payment

SUBTOTAL	169,902.57
TAX	0.00

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\*\*\*Price subject to change without notice\*\*

TOTAL

169,902.57

\*\*\*Shipping costs estimated at this time.\*\*\*

BALANCE DUE

**\$169,902.57**

**Wheeler's Equipment Company and Services / CarbonTek USA Washington**

14751 N Kelsey St, Ste: 105-802  
 Monroe, WA 98272  
 +1 4254356404  
 [REDACTED]@live.com



**INVOICE**

**BILL TO**  
 VMC  
 5453 Pacific Fern Dr  
 Ferndale, WA 98248

**SHIP TO**  
 VMC  
 5453 Pacific Fern Dr  
 Ferndale, WA 98248

**INVOICE** [REDACTED]  
**DATE** 10/20/2022  
**TERMS** Net 30  
**DUE DATE** 11/19/2022

**P.O. NUMBER**  
 [REDACTED]

**SALES REP**  
 [REDACTED]

**SITE LOCATION**  
 Ferndale, WA

DATE	ACTIVITY	QTY	RATE	AMOUNT
	V-040-A-30F Vertical Rise Drive-On Lift 40000lb x 30' (Flush Mounted)	0.10	108,449.00	10,844.90
	V-000-A-264 Rolling Jack - 26,400lbs (for 35-64K Lifts)	0.20	9,725.00	1,945.00
	V-502-A-420 Alignment Cutout Extension (for 35-64K Lifts)	0.10	6,265.00	626.50
	V-502-A-101 U Shaped Rolling Jack Rail (3' Increments) (for 35-64K Lifts)	2	245.00	490.00
	V-403-A-620 Track Lights (24V) - 10 LED Lights - up to 42' Track (for 35-64K Lifts)	0.10	2,805.00	280.50
	Misc Steel Surcharge *Mohawk VR lift*	0.10	5,422.45	542.25
	Install Lift Installation *Mohawk VR lift*	0.10	5,500.00	550.00
	Misc Equipment rental *Mohawk VR lift	0.10	1,500.00	150.00
	Misc Hunter Alignment Equipment ***See attachment***	0.20	48,986.35	9,797.26
	HDC50U011RD 33' Long Ramp Kit HDC50U011RD	0.10	82,444.80	8,244.48
	Rotary 25K Rolling Jacks Rotary 25K Rolling Jacks	0.20	13,419.26	2,683.86
	Rotary Lighting Kit for FlexMax 19 Rotary Lighting Kit for FlexMax 19	0.10	1,248.80	124.88

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Misc Steel Surcharge *Rotary lift*	0.10	10,465.00	1,046.50
Install Lift Installation *Rotary lift*	0.10	2,500.00	250.00
Misc Forklift rental *Rotary lift*	0.10	1,800.00	180.00
Installation And Shipping Terms >A fork truck must be supplied by the customer to unload the equipment from the freight carrier at time of delivery and for installation of the lift. If not available, please inquire for other options.>The customer is responsible for inspecting all items at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the customer determine at the time of delivery that any items are damaged or missing, the customer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading.>Mohawk is not responsible for missing or damaged items when the customer has signed they are in good condition.If any damage to the lift or missing parts or pieces is noted by the installer at the time of installation, it will be the customer's financial responsibility to replace the damaged or missing parts.>The quoted installation price is for standard installation and does not include any unforeseen circumstances such as plumbing, electrical, in-ground hot water heat, rebar, steel structures, drains, or drain slopes in the existing floor.>The quoted installation price does not include electrical hook-up or any concrete work that may be required. Electrical and concrete work must be performed prior to the scheduled installation date.>The installation price is subject to change if the lift is unable to be installed within 30 days after receipt, if the lift is not in new condition, or if shop conditions (lack of adequate concrete, no electrical service, etc) prevent scheduled installation and requires additional return trips.>Any and all permits, brokerage fees, duties, and sales tax are the responsibility of the customer.	1	0.00	0.00

Installation Finished on 10/19 After power is installed in building and your crew is hired we will set up equipment training on all new lifts and alignment machines.

SUBTOTAL	37,756.13
TAX	0.00

Shipping totals  
Mohawk Shipping \$26,737.56  
Rotary Shipping \$10,407.82  
Hunter Shipping \$2,843.17

SHIPPING 39,888.55  
TOTAL 77,844.68

Thank you for your business and have a great day!!! 3% processing fee applied to credit card payments. No parts will be ordered or shipped without payment.

BALANCE DUE **\$77,844.68**

\*\*\*Price subject to change without notice\*\*\*

\*\*\*Shipping costs estimated at this time.\*\*\*



Vicinity Motor (Bus) USA Corp.  
 Suite 301 2219 Rimland Dr.  
 Bellingham, WA 99226  
 United States  
 Phone [REDACTED]  
 www.[REDACTED].com

**PURCHASE ORDER**

PO NUMBER: [REDACTED]  
 REVISION NUMBER: [REDACTED]  
 DATE: 2021-12-17

**BILL TO:**

Vicinity Motor (Bus) USA Corp.  
 2219 Rimland Dr. Suite 301  
 BELLINGHAM, WA, 98226 AMERICA

**SHIP TO:**

Vicinity Motor (Bus) USA Corp. (Ferndale)  
 5433 Pacific Fern Drive  
 FERNDAL, WA, 98248 AMERICA

**PURCHASE ORDER ISSUED TO:**

**VENDOR:** Wheelers Equipment Company and Services / CarbonTek  
 USA Washington  
**ADDRESS:** 14751 N Kelsey St  
 MONROE, WA, 98272 AMERICA

**ADDITIONAL INFORMATION:**

WA Plant

**CONTACT:**

**PHONE:**  
**EMAIL:**

**PLEASE SHIP ON:** 2022/07/01

LINE #	GW PART NO	VENDOR PART NO	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1	SVC-0072		V-040-A-30F, Vertical Rise Drive-On Lift 40000lb x 30' (Flush Mounted)	1Set	108449.00	108,449.00
2	SVC-0072		V-000-A-264, Rolling Jack - 26,400 bs (for 35-64K Lifts)	2Set	9725.00	19,450.00
3	SVC-0072		V-502-A-420, Alignment Cutout Extension (for 35-64K Lifts)	1Set	6265.00	6,265.00
4	SVC-0072		V-502-A-101bilty, U Shaped Rolling Jack Rail (3' Increments) (for 35-64K Lifts)	20Set	245.00	4,900.00
5	SVC-0072		V-403-A-620, Track Lights (24V) - 10 LED Lights - up to 42' Track (for 35-64K Lifts)	1Set	2805.00	2,805.00
6	SVC-0072		Misc. Steel Surcharge *Mohawk VR lift*	1Set	5422.45	5,422.45
7	SVC-0073		INSTALLATION, Lift Installation *Mohawk VR lift*	1Ea	5500.00	5,500.00
8	SVC-0072		Misc. Equipment rental *Mohawk VR lift	1Set	1500.00	1,500.00
9	SVC-0072		Misc. Hunter Alignment Equipment ***See attachment***	2Set	48986.35	97,972.70
10	SVC-0072		HDC50U011RD, 33' Long Ramp Kit HDC50U011RD	1Set	82444.80	82,444.80
11	SVC-0072		Rotary 25K Rolling Jacks	2Set	13419.26	26,838.52
12	SVC-0072		Rotary Lighting Kit for FlexMax 19	1Set	1248.80	1,248.80
13	SVC-0072		Misc. Steel Surcharge *Rotary lift*	1Set	10465.00	10,465.00
14	SVC-0073		INSTALLATION, Lift Installation *Rotary lift*	1Ea	2500.00	2,500.00
15	SVC-0072		Misc. Forklift rental *Rotary lift*	1Set	1800.00	1,800.00
16	SVC-0006		Production Freight	1Ea	15401.00	15,401.00



Purchase Order [REDACTED]

LINE #	GW PART NO	VENDOR PART NO	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
REQUESTED SHIP DATE: 2022-07-01 PROMISED SHIP DATE: BUS BUILD: WA END USER: WA Plant - ESTIMATE # 1134 dtd 12/09/2021; 45% Due with PO, 45% Due prior to shipping, 10% Due at installation					TOTAL (USD)	392,962.27
SHIP COMPLETE AND CONSOLIDATED, UNLESS WRITTEN AUTHORIZATION VICINITY MOTOR CORP.						
SUPPLIER NOTE:						
SHIPPING REQUIREMENTS: * DAP * Free Trade documentation is required for International Shipping * Customs Broker:						
PAYMENT TERMS: Net 30						

PLEASE SEND CONFIRMATION OF ORDER AND SHIPPING DETAILS VIA EMAIL TO [ntang@vicinitymotor.com](mailto:ntang@vicinitymotor.com)

PURCHASE ORDER ISSUED BY:

APPROVED BY:



FOR SUPPLIER PURPOSE ONLY	
PURCHASE ORDER DETAILS CONFIRMED:	PER
COMPANY NAME	DATE



Zpar International LLC  
 P.O. Box 1395  
 Tualatin OR 97062

**Invoice**

Date	Invoice #
6/3/2021	

Bill To
Grande West Transportation International 3100 282nd Street Aldergrove, BC V4W 2Z8

Ship To
Grande West Transportation USA 8457, 8453, 8433 Pacific Fern Ferndale, WA

P.O. Number	Terms	Rep	Ship	Via	FOB
	See comments	KZ	6/3/2021	Ground Freig...	

Quantity	Item Code	Description	Amount
1	Booth	RTT-67528-R3-DP Grand West Transportation Group XDS-22-18-62 Slide Down Draft Paint Booth w/ Spray/Cure Capability See additional documentation for details and options *Includes Washington Stamp drawings *Includes powder coated white *Includes 3 days of startup and training with "travel expense added to final bill"	274,044.60
1	LDPI Misc.	200 LPI 3-Axis Man Lifts (one each side of booth)	87,997.00
1	Mixing Ro...	PMR-6-24-8 Paint Mixing Room See additional documentation for details and options *Includes Washington stamp drawings *Includes white powder coat finish	10,482.88
1	Labor	Mechanical Assembly of Supplied Items Includes nut & bolt assembly, seal, standard anchor, erect supplied ducting. Includes axle lift install Excludes permits, all electrical, fire suppression, plumbing, opening close building penetrations, necessary lift equipment for install. *see installation sheet for details	62,084.40
1	Specialize...	Star Rental Equipment	5,479.24
1	Freight	Booth Estimated Shipping: Actual rate may adjust at time of shipment. FOB Manufacturer. Prepaid and Add.	43,310.00
1	Freight	LPI Lifts Estimated Shipping: Actual rate may adjust at time of shipment. FOB Manufacturer. Prepaid and Add. Terms: 10% down to initiate drawings, 40% upon drawing approval to initiate production, 40% five days prior to shipping. Balance upon startup. Startup to occur within 30 days of assembly. US Dollars Excludes Tax	8,025.00

-Pricing does not include tax where applicable. Customer is responsible for the sales tax and/or duty should it be required.

<b>Total</b>	<b>\$484,373.02</b>
Payments/Credits	-\$410,002.90
<b>Balance Due</b>	<b>\$74,370.12</b>

Phone # [Redacted]

Fax # [Redacted]

[Redacted]@zparint.com

www.zparint.com



Zpar International LLC  
 P.O. Box 1395  
 Tualatin, OR 97062

**Invoice**

Date	Invoice #
5/26/2022	[REDACTED]

Bill To
Grande West Transportation International 3166 282nd Street Aldergrove, BC V4W 2Z8

Ship To
[REDACTED]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
Par Mart	Due on receipt	KZ	6/11/2022	Ground Fraig...	

Quantity	Item Code	Description	Amount
1	Booth Co...	Custom Intake duct and stock exhaust offsets	12,528.00
1	Booth Co...	Flashing Ordered Last minute	1,700.00
1	Labor	Flights and travel for return trip	6,500.00
1	Specialize...	Lift Equipment (two access lifts and reach)	3,810.00
1	Freight	Duct Estimated Shipping: Actual rate may adjust at time of shipment. FOB Manufacturer. Prepaid and Add.	9,000.00
1	Freight	Flashing Estimated Shipping: Actual rate may adjust at time of shipment. FOB Manufacturer. Prepaid and Add.	1,501.00
Terms: 50% down with balance due upon completion.			

-Pricing does not include tax where applicable. Customer is responsible for the sales tax and/or duty should it be required.

<b>Total</b>	<b>\$34,019.00</b>
<b>Payments/Credits</b>	<b>-\$15,769.00</b>
<b>Balance Due</b>	<b>\$18,050.00</b>

Phone # [REDACTED]

Fax # [REDACTED]

[REDACTED]@zparint.com

www.zparint.com



Vicinity Motor (Bus) USA Corp.  
 Suite 301 2219 Rimland Dr.  
 Bellingham, WA 98226  
 United States  
 Phone 804 607 4000  
 www.vicinitymotorcorp.com

**PURCHASE ORDER**

PO NUMBER: [REDACTED]  
 REVISION NUMBER: [REDACTED]  
 DATE: 2021-06-03

**BILL TO:**

Vicinity Motor (Bus) USA Corp.  
 2219 Rimland Dr. Suite 301  
 BELLINGHAM, WA, 98226 AMERICA

**SHIP TO:**

Vicinity Motor (Bus) USA Corp. (Ferndale)  
 8433 Pacific Fern Drive  
 FERNDAL, WA, 98248 AMERICA

**PURCHASE ORDER ISSUED TO:**

VENDOR: Zpar International LLC  
 ADDRESS: PO Box 1398  
 TUALATIN, OR, 97062 AMERICA

**ADDITIONAL INFORMATION:**

Paint Booth WA Plant

**CONTACT:**

PHONE: +1 [REDACTED]  
 EMAIL: [REDACTED]@zparintl.com

PLEASE SHIP ON: 2022-01-06

LINE #	GW PART NO	VENDOR PART NO	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1	SVC-0068	XD3-22-10-52	Side Down Draft Paint Booth w/ Spray/Cure Capability	1Set	274044.00	274,044.00
2	SVC-0070	LPI 3-Axis	Man Lifts	18Set	87887.00	87,887.00
3	SVC-0071	PMR-B-24-B	Paint Mixing Room	1Set	16462.88	16,462.88
4	SVC-0069	Labor	Mechanical Assembly of Supplied Items	1Ea	62054.40	62,054.40
5	SVC-0121	ferndale rental	Star Rental Equipment	1Ea	6470.24	6,470.24
6	SVC-0003		Estimated Freight	1Ea	43310.00	43,310.00
7	SVC-0008		LPI Lifts Estimated Shipping	1Ea	5025.00	5,025.00
8	SVC-0117	ferndale ducting	Custom Intake duct and stock exhaust offsets	1Ea	12528.00	12,528.00
9	SVC-0118	ferndale flashing	Flashing	1Ea	1700.00	1,700.00
10	SVC-0119	ferndale return trip	Plyhs and travel for return trip	1Ea	6500.00	6,500.00
11	SVC-0120	ferndale lift equipment	Lift Equipment (two scissor lifts and reach)	1Ea	3510.00	3,510.00
12	SVC-0006		Duct Estimated Shipping	1Ea	9000.00	9,000.00
13	SVC-0005		Flashing Estimated Shipping	1Ea	1681.00	1,681.00
REQUESTED SHIP DATE: 2022-01-06					TOTAL (USD)	610,102.02
PROMISED SHIP DATE:						
BUS BUILD: WA						
END USER: Paint Booth WA Plant - Estimate KZ10097 dated May 6, 2021						
SHIP COMPLETE AND CONSOLIDATED, UNLESS WRITTEN AUTHORIZATION VICINITY MOTOR CORP.						
SUPPLIER NOTE:						
SHIPPING REQUIREMENTS:						
<ul style="list-style-type: none"> <li>* DAP</li> <li>* Free Trade documentation is required for International Shipping</li> <li>* Customs Broker:</li> </ul>						

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## Schedule B

## NOTICE OF

## EDC PRIORITY COLLATERAL PURCHASED

TO: EXPORT DEVELOPMENT CANADA ("EDC")  
 150 Slater Street  
 Ottawa, Ontario, Canada K1A 1K3

Attention: [REDACTED] -- International Financing Direct  
 Email: [REDACTED]@edc.ca

AND TO:  
 Attention: IFD Clerk  
 Email: [REDACTED]@edc.ca

TO: ROYAL BANK OF CANADA ("RBC")  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_  
 Email: \_\_\_\_\_

FROM: VICINITY MOTOR (BUS) USA CORP. (the "Debtor")

RE: Priority Agreement between EDC and RBC dated February \_\_, 2023 (the "Priority Agreement") (capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Priority Agreement)  
 EDC Reference No. 880-100050

---

The undersigned Debtor hereby notifies each of EDC and RBC that it has purchased the EDC financed assets set out in the copies of purchase orders, invoices, or receipts appended hereto under Exhibit B, which shall form part of the EDC Priority Collateral of the Debtor under the Priority Agreement.

For and on behalf of  
 VICINITY MOTOR (BUS) USA CORP.

Signature: \_\_\_\_\_  
 Authorized Signing Officer

Name:

Title:

Date: \_\_\_\_\_

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**Exhibit B**

**Copies of Purchase Orders, Invoices or Receipts  
for Additional Financed Equipment to form part of the  
EDC Priority Collateral of the Debtor under the Priority Agreement**

(see attached)

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (206) 906-9346
B. E-MAIL CONTACT AT FILER (optional) DOTTO@MARTINDAVISLAW.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> MARTIN DAVIS LAW  1200 WESTLAKE AVE N  SUITE 802  SEATTLE, WA 98109 </div>

Delaware Department of State  
U.C.C. Filing Section  
Filed: 07:47 PM 08/22/2023  
U.C.C. Initial Filing No: 2023 2612512  
Amendment No: 2023 5767628  
Service Request No: 20233316683

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20232612512	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
Check one of these two boxes:  Debtor or  Secured Party of record  
**AND** Check one of these three boxes to:  CHANGE name and/or address. Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name. Complete item 7a or 7b, and item 7c  DELETE name. Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral.  
**ALL ASSETS OF THE DEBTOR INCLUDED IN THE ATTACHED ADDITIONAL FINANCED EQUIPMENT**  
Collateral Description - please see attached

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a **DEBTOR** check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME EXPORT DEVELOPMENT CANADA				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

**11. INITIAL FINANCING STATEMENT FILE NUMBER:** Same as item 1a on Amendment form  
**20232612512**

---

**12. NAME OF PARTY AUTHORIZING THIS AMENDMENT:** Same as item 9 on Amendment form

OR	12a. ORGANIZATION'S NAME	EXPORT DEVELOPMENT CANADA	
	12b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME		
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

**13. Name of DEBTOR on related financing statement** (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

OR	13a. ORGANIZATION'S NAME	MARTIN DAVIS PLLC		
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

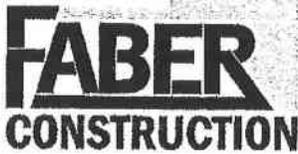
14. ADDITIONAL SPACE FOR ITEM 8 (Collateral).

<p><b>15. This FINANCING STATEMENT AMENDMENT:</b>  <input type="checkbox"/> covers timber to be cut    <input type="checkbox"/> covers as-extracted collateral    <input type="checkbox"/> is filed as a fixture filing</p> <p><b>16. Name and address of a RECORD OWNER</b> of real estate described in item 17 (if Debtor does not have a record interest):</p>	<p><b>17. Description of real estate:</b></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------

18. MISCELLANEOUS:

ADDITIONAL FINANCED EQUIPMENT				
-------------------------------	--	--	--	--

				Item no
Updated power solution	231,521.87	Faber	Contract	231,521.87
IT Equipment	4,739.00	NW Technology	49102	1,626.00
		NW Technology	49102	238.00
		NW Technology	49102	2,875.00
Equipment		Toyotalift	Registration number	
Tow Tractor	26,292.00		CBT6-13948	26,292.00
Tow Tractor	26,292.00		CBT6-13949	26,292.00
Tow Tractor	26,292.00		CBT6-13950	26,292.00
Forklift	45,034.00		50-8FGU32-1326	45,034.00
Forklift	45,494.00		8FBCU25-94572	45,494.00
Reach Truck	55,863.00		RF1-BH1X45-00568	55,863.00
Noblelift Scissor Lift	20,369.00		SC2032HN-90210300059	20,369.00
Building Fence	43,600.00	Valley	4216	43,600.00
Equipment - Vehcile	81,403.28	Raidon Dofe Chrysler Jeep	VIN 1C6SRFHT8PNS28S35	81,403.28
Total Additional Financed Equipment	606,900.15			606,900.15



6951 Hannegan Road Lynden, WA 98264  
 Phone 360.354.3500 | Fax 360.354.0335 | Email Info@faberconstruction.com

faberconstruction.com

### Fixed Price Construction Contract

Vicinity Motors USA Corporation   Customer Name	778.998.0436 / dan.buckle@vicinitymotors.com   Customer Contact
3168 262 <sup>nd</sup> Street Aldergrove, BC CANADA V4W2Z6   Customer Business Address	Vicinity Motors Electrical Switchgear   Project Name
5453 Pacific Fern Drive Ferndale, WA 98248   Project Address	March 14, 2023   Date

**A. SCOPE OF WORK.** This contract identifies the scope and detail of the work to be performed by the Contractor. The Contractor's duty is to build according to this Contract only.

The Contractor will furnish all material, labor, tools and equipment necessary to perform and complete in a workmanship-like manner the Work that was removed from the Vicinity Motors project within Prime Contract Change Order 004 dated March 14, 2023. This work includes installation of switch gear and completion of underground, rough-in and trim related to the 3000-AMP Main Service.

All work performed by the Contractor which is not specifically detailed in the above Scope of Work shall be performed pursuant to Section 1.3. The Customer warrants the sufficiency, completeness, and workability of all drawings supplied by the Customer or Its Architect.

Building permit, if applicable, will be paid by the Customer and obtained by: Contractor  Customer

**B. FIXED PRICE CONTRACT.**

Customer Agrees to Pay a Fixed Price for the Work detailed within Scope of Work.

<input checked="" type="checkbox"/> Fixed Price	\$212,795.84	
<input checked="" type="checkbox"/> Sales Tax (8.8%)	\$18,726.03	
<input checked="" type="checkbox"/> Total Price	\$231,521.87	THIS PRICE IS NON-NEGOTIABLE OR REFUNDABLE
<input checked="" type="checkbox"/> Down Payment	\$0.00	
<input checked="" type="checkbox"/> Balance Owed	\$231,521.87	
<input checked="" type="checkbox"/> BALANCE OWED WILL BE BILLED AND PAID VIA MONTHLY PROGRESS DRAWS WITH BALANCE DUE UPON COMPLETION		

  
 \_\_\_\_\_  
 Authorized Customer Signature  
 Mar 15, 2023  
 \_\_\_\_\_  
 Date

Raymond Faber  
Digitally signed by Raymond Faber  
 DN: cn=US, o=raymond@faberconstruction.com,  
 ou=Faber Construction, ou=Raymond Faber  
 Date: 2023.03.15 16:21:51 -0700  
 \_\_\_\_\_  
 Faber Construction Corporation  
 3/16/2023  
 \_\_\_\_\_  
 Date

## STANDARD TERMS AND CONDITIONS

**1. Binding Contract.** PLEASE READ CAREFULLY. THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS. Customer's signature on this document creates an enforceable contract (the "Contract") for Contractor to perform the work identified on the front of this Contract (the "Work") at the property described (the "Property") according to these terms and conditions. If Customer rescinds or terminates this Agreement at any time, Contractor shall be entitled to receive the full value of the Contract Payment of \$234,524.87.

**2. Contract Price.** The Contract Price is based on the market prices for materials on the date this Contract is executed by both parties. In the event the market price for any particular materials increases by more than two percent (2%) when Contractor orders the materials, Contractor shall be entitled to a change order increasing the Contract Sum in direct proportion to the material price increase plus fifteen percent (15%) for overhead and profit.

**3. Existing Defects.** Contractor is not responsible or liable for the presence, or effects of, existing construction defects or moisture intrusion issues, including mold, mildew or dry rot. Contractor shall not be required to inspect for any such defects. However, if during performance of the Work, Contractor becomes aware of any such issues, Contractor will bring such issues to Owner's attention. However, Contractor shall be under no obligation to address or remedy these defects or repair any damage unless mutually agreed to be Customer and Contractor in a written change order.

**4. Performance of Services.** The Project shall be performed in a workmanlike manner according to the applicable manufacturer's specifications and standard industry practices. The Project shall be completed in a timely manner after work has commenced, weather permitting. Contractor shall not be liable for delays due to weather, shipping, or other events not solely within Contractor's control.

**5. Availability.** Customer understands that issues often arise during construction that requires input or actions by the Customer. In that regard, Customer agrees to be available during the Project at the address and telephone number listed herein to answer any questions or to address any concerns that arise during the construction. In the event Customer's unavailability causes Contractor to suffer delay damages, Customer agrees to compensate Contractor for such damages.

**6. Limitation of Liability.** Customer agrees to limit Contractor's liability arising from Contractor's errors, omissions or negligent acts such that Contractor's total aggregate liability will not exceed Contractor's total compensation for the Work. Further, Owner expressly waives all claims for consequential damages against Contractor.

**7. Progress and Final Payments.** Monthly invoices shall be submitted to Customer upon the completion of monthly work. Such invoices are due within thirty (30) days from invoice date and will be considered PAST DUE if not paid within thirty-one (31) calendar days of the invoice date. Monthly invoices are in no case subject to unilateral discounting or set-offs by Customer. Final payment for the Work is due within Thirty (30) calendar days after Customer receives the final invoice unless Customer submits a punch list to Contractor as provided herein. If Customer has submitted a punch list to Contractor, then payment shall be due no later than three (3) days after Customer receives the Notice of Completion from Contractor. Any accrued and unpaid monthly invoice or final invoice that is not timely paid as provided herein shall bear interest at the rate of 18% per annum, regardless of whether that balance is liquidated or unliquidated. Any payment shall first be applied to accrued interest and then to the unpaid principal.

**8. Punchlist.** Upon completion of the Work and receipt of the final invoice from Contractor, the Customer shall be entitled to inspect the Work and to present Contractor with one final "punchlist" of any items needing correction. Such punchlist must be presented to the Contractor on Contractor's standard form (available upon request) within three (3) days after receiving the final invoice from Contractor; if Customer fails to provide such a punchlist to Contractor within this time, Customer shall be deemed to be satisfied with, and to have accepted, the Work. If Customer provides a punchlist to Contractor, the Contractor shall correct all items on the punchlist for which the Contractor is responsible under the Agreement and Contractor shall notify Customer upon completion of those items (such notification is herein referred to as "Notice of Completion").

**9. Limited Warranty on Labor/Workmanship.** Contractor warrants to the original Customer that upon completion of the Work and receipt of final payment, all labor, materials and taxes will be paid, and there will be no potential lien claimants. The Work will be performed according, as nearly as possible, to the applicable manufacturer's specifications and standard practices. Contractor will return and repair or replace, as necessary, any defect in workmanship at Contractor's sole expense. The warranty is void if a person or firm other than Contractor performs or re-performs any work within the scope of the Agreement. Contractor will attempt to address warranty issues as soon as possible after notification; however, unless an emergency exists, Contractor shall have thirty (30) days after receiving notice from Customer to perform such warranty work. Contractor's warranty is for the period of one (1) calendar year, and this period begins to run on the date of Contractor's final invoice for payment. Any warranty claim of the Customer shall accrue only during this period. Any warranty claim must be filed in Whatcom County Superior Court within four (4) months after expiration of this warranty. Any warranty claims which is not filed within four (4) months after the expiration of this warranty is waived. Warranty work performed by the Contractor does not extend the warranty. Contractor is not responsible for consequential damages. The foregoing warranty is void if payment for the Work is not timely received. THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF WASHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY.

**9.1 THIS WARRANTY EXCLUDES** all of the following: ordinary wear and tear; any damage resulting from Customer's failure to exercise reasonable maintenance; hairline cracks in concrete foundations, walks, drives and patios; cracks in masonry and mortar due to shrinkage; checking, cracking or spreading of wood due to expansion and contraction; nail pops or settlement cracks in drywall; floor squeaks; discoloration of materials; variation in shades and colors; and cracking or checking of exterior paint.

**10. Materials Warranties.** Customer acknowledges that: (i) Contractor does not independently warrant materials and (ii) materials are warranted by their manufacturer(s). Customer has had an opportunity to review any such warranties and finds them acceptable. Customer understands warranty claims on materials must be made directly to the manufacturers.

**11. Subcontractors.** Contractor is entitled to subcontract any or all the Work without further notice to Customer.

**12. Pandemic Cost Increase.** This contract price is based on the COVID-19 related rules, regulations, and/or restrictions imposed by government agencies at the time this agreement is mutually executed. In the event that pandemic related governmental rules, regulations, and/or restrictions are imposed after this agreement is mutually executed which increase Contractor's cost to perform the Work, then the Contractor shall be entitled to a Change Order increasing the contract price equal to its actual additional costs incurred as a result of such

new related rules, regulations, and/or restrictions. Contractor COVID Vaccine Policy is in effect which allows both medically/religiously exempt employees the right to work.

**13. Change in Work.** Any change to the work described in this Contract must be in writing and signed by both the Customer and Contractor on Contractor's standard change order form to be binding on Contractor. The following rates apply to change order work: Project Manager/Superintendent \$85/hr.; Assist PM \$80/hr.; Equipment Operator/Carpenter \$80/hr.; Laborer/Pipelayer \$70/hr. PE/PC \$40/hr. All Material, Subcontractors, Professional Fees, Rentals and Other will be charged at cost plus 15%. Contractor equipment will be charged based on Faber Equipment Rates.

**14. Notices.** All notices of any kind which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if mailed by certified mail, return receipt requested, postage prepaid to: (i) if to Contractor, then to Faber Construction, 6951 Hannegan Road, Lynden, WA 98264; (ii) if to Customer, then at the address of the Property listed on the front. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

**15. Waiver.** Contractor's failure to insist upon the strict performance of any condition herein or to exercise any right or remedy shall not constitute a waiver of any breach, term or condition. Any waiver by Contractor must be expressly made in writing.

**16. Disputes.** Customer hereby agrees that in any dispute between them, venue shall lie exclusively in **Whatcom County, Washington**, regardless of the County in which the Work is performed. In the event of litigation, the losing party shall pay the reasonable attorneys' fees and costs incurred by the prevailing party. **Each party expressly waives the right to a jury trial.**

**17. Negotiation and Interpretation.** Customer has reviewed and has had an opportunity to negotiate the terms of this Contract, including these Standard Terms and Conditions. If the parties negotiate changes to any of the foregoing terms, the appropriate language shall be stricken, and the new language shall be contained on a written addendum signed by both parties. Accordingly, this Contract shall not be construed as an adhesion contract. No provision in this Contract shall be construed or interpreted against the drafter; rather, each provision shall be interpreted according to its fair and reasonable meaning. If one or more of the provisions on this Contract are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**18. Entire Agreement.** The entire agreement between the parties hereto is contained in this Contract; and this Contract supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction, including any proposal for services. Contractor shall not be liable to Customer or to any third party for any representations made by any person concerning the Work or the terms of this Contract except to the extent that the same are expressed in this Contract. This Agreement may be amended only by written instrument executed by Customer and Contractor.

Customer's Initials & Date

BJ March 15, 2023

**NOTICE TO CUSTOMER**

This contractor is registered with the state of Washington, registration no. FABERCC887B8, and has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is annually on February 7th.

**THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.**

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

**FOR GREATER PROTECTION, YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.**

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

**YOUR PROPERTY MAY BE LIENED.**

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

**FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.**

The contractor is required to provide you with further information about lien release documents if you request them. General information is also available from the state Department of Labor and Industries.

Customer's Initials & Date

DS March 5, 2023.

NW Technology LLC  
 5100 Industrial PL  
 Suite 104  
 Ferndale, WA 98248  
 (360) 384-6987



**Bill To:**  
 VMC  
 Attn: Carl Wang  
 2219 Rimland Dr  
 Suite 301  
 Bellingham, WA 98228  
 United States

2023-03-10  
 Ferndale Project

**Date:** 02/14/2023  
**Invoice:** [REDACTED]  
**Account:** VICINITY MOTOR (BUS) USA CORP.

Terms	Due Date	PO Number	Reference
Net 30 days	03/16/2023		

Services	Work Type	Staff	Hours	Rate	Amount
<b>Agreement Billable Time: OnPremiseCompAgreement-VMC</b>					
Level 2	On Premise	John Faubion	3.79	100.00	\$379.00
<b>Total Services:</b>					<b>\$379.00</b>

Other Charges	Quantity	Price	Amount
<b>Agreement: HelpDeskAgreement-VMC</b>			
Samsung 65" - TU700D Series - 4K UHD LED LCD TV	2.00	\$813.00	\$1,626.00
SANUS Simplicity 37"- 90" Tilling TV Mount	2.00	\$119.00	\$238.00
MVC640 Native Microsoft Teams Rooms system for Medium-to-large rooms with Wireless Mics Yealink UVC84 camera Yealink CPW90 wireless expansion microphones Yealink MTouch II touch control Yealink MCora mini-PC	-1.00	\$3,499.00	-\$3,499.00
MVC400 Conference System - Includes Yealink CPW90 Package and WPP2C	1.00	\$2,875.00	\$2,875.00
<b>Total Other Charges:</b>			<b>\$1,240.00</b>

Adjustments	Quantity	Amount
<b>Covered by Agreement: OnPremiseCompAgreement-VMC</b>		
Services	(3.79)	-\$379.00
<b>Total Adjustments:</b>		<b>-\$379.00</b>

Beginning August 1, 2022, NW Technology will be charging a 3.0% transaction fee to all Credit Card payment. Fee will be added at the time of payment. Make checks payable to NW Technology LLC	<b>Invoice Subtotal:</b>	<b>\$1,240.00</b>
	<b>Sales Tax:</b>	<b>\$109.12</b>
	<b>Invoice Total:</b>	<b>\$1,349.12</b>
	<b>Payments:</b>	<b>\$0.00</b>

	Credits:	\$0.00
	Balance Due:	\$1,349.12

Thank you for your business!  
All invoices due over 30 days are subject to 18% finance charge.

Invoice Time Detail

Invoice Number: [REDACTED]  
Company: VMC

Charge To: VMC / Teams Room Project - Date: 1/10/2023

Staff	Notes	Bill	Hours
Faubion, John	Service Ticket:279219 Did a walkthrough of the VMC site with Jason and Adam, Talked about TV locations, camera locations, and tech closet.	Y	0.67

Subtotal: \$67.00 USD

Charge To: VMC / Teams Room Project - Date: 1/19/2023

Staff	Notes	Bill	Hours
Faubion, John	Service Ticket:279219 Installed 2 Tv wall mounts, 2 interior cameras, two switches in the IDF cabinet.	Y	3.12

Subtotal: \$312.00 USD

Invoice Time Total: Billable Hours: 0.00



Invoice Date: 6/28/2023  
 Invoice Number: [REDACTED]  
 Terms: COD  
 Sales Person: Walt Beran

## Invoice

**Bill-To:** Vicinity Motors Corp  
 3168 262 Street  
 Aldergrova, BC V4W 2Z6

**Ship-To:** Vicinity Motors Corp  
 5433 Pacific Fern Drive  
 Ferndale, WA 98248

Advanced payment against future delivery for purchase of the following:

Quantity	Model/Serial	Description	Total Amount
1	CBT6-13948	New Toyota Electric Sit Down Tow Tractor	\$ 26,292.00
1	CBT6-13049	New Toyota Electric Sit Down Tow Tractor	\$ 26,292.00
1	CBT6-13950	New Toyota Electric Sit Down Tow Tractor	\$ 26,292.00
1	50-8FGU32-13236	New Toyota Forklift	\$ 45,034.00
1	BFBCU25-94572	New Toyota Forklift	\$ 45,494.00
1	RF1-BH1X45-00568	New Toyota Reach Truck	\$ 55,863.00
1	SC2032HN - 90210300059	New Noblift Scissor Lift	\$ 20,369.00

Approved by Email attached

*A 3% processing fee may be added if paid by credit card.*

Subtotal: \$ 245,636.00  
 Tax rate: 8.8%  
 Tax: \$ 21,615.97  
**TOTAL: \$ 267,251.97**

Please make checks payable to: Toyota Lift Northwest  
 Remit to: PO Box 35146, #41098 Seattle, WA 98124-5146

Washington | 19305 72nd Ave South, Kent, WA 98032 | P: 253-872-7114 | F: 253-872-9687  
 Oregon | 2001 SE Jennifer Street, Clackamas, OR 97015 | P: 503-657-6900 | F: 503-657-7281  
 Website | [www.toyotaliftnorthwest.com](http://www.toyotaliftnorthwest.com)

X *[Handwritten Signature]* *[Handwritten Signature]* *[Handwritten Mark]*



205 Lila Ln.  
Burlington, WA 98233

# Invoice

Date	Invoice #
6/12/2023	██████

<b>Bill To</b>
Vicinity Motor Corp. 5457 Pacific Fern Dr. Ferndale, WA 98248

P.O. No.	Terms	Project
	Due on receipt	

Description	Quantity	Rate	U/M	Amount
Customer Deposit Job #3452 Ferndale Facility Fencing and Gates	1	43,600.00	Ea.	43,600.00
<i>Approved by Council attached.</i>				

50% down deposit to schedule work.

<b>Subtotal</b>	<b>\$43,600.00</b>
<b>Sales Tax (8.8%)</b>	<b>\$0.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$43,600.00</b>

**Agreement Sheet**

**First Name** John **Last Name** Lagourgue  
**Address** 5457 Pacific Fern Drive  
**City** Ferndale **State** WA **Zip** 98248  
**Stock** PN528535 **VIN** 1C6SRFHT8PN528535  
**Year** 2023 **Make** RAM **Model** 1500 **Mileage**  
**Deal Type** Cash **Term** 1 **Sales Tax Rate** 9%

**Home Phone**  
**Cell Phone** (604) 209-9800  
**Work Phone** (778) 998-0436

**DMS Deal No.**  
**Last Saved**  
 6/6/2023  
**Monthly Payment**  
 \$81,403.28

**Trade Vehicles**

**Amount Financed Itemization**

Vehicle Price	\$72,525.00	Trade Amount	\$0.00
(+) Total Value Adds	\$1,719.75	(-) Payoff	\$0.00
<b>Subtotal</b>	<b>\$74,244.75</b>	<b>Net Trade</b>	<b>\$0.00</b>
(+) Sales Tax	\$6,682.03	(+) Rebate	\$0.00
<b>Total Tax</b>	<b>\$6,682.03</b>	(+) Cash Down	\$0.00
(+) Title Fee	\$24.00	<b>Total Down Payment</b>	<b>\$0.00</b>
(+) License Fee	\$250.00	Total Price	\$81,403.28
(+) Admin Fee	\$2.50	(-) Total Down Payment	\$0.00
(+) Doc SVC Fee	\$200.00	<b>Amount Financed</b>	<b>\$81,403.28</b>
<b>Total Price</b>	<b>\$81,403.28</b>		

ACCESSORIES	\$1,719.75
<b>Total Value Adds</b>	<b>\$1,719.75</b>

Understanding of NEGOTIATION: I agree to the above estimated terms and understand that all were and are negotiable, including interest rate of which dealer may receive/retain a portion, price, down payment, trade allowance, term, accessories, and value adds and that all are subject to execution of contract documents and financing approval. I understand actual credit terms may vary depending on my credit history and that I may be able to obtain financing on different terms from others. A negotiable dealer documentary service fee of up to \$200 may be added to the sale price or capitalized cost.

X \_\_\_\_\_  
 Customer's Signature Date

X \_\_\_\_\_  
 Manager's Signature Date

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional) DOTTO@MARTINDAVISLAW.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
MARTIN DAVIS PLLC
1200 WESTLAKE AVE N
SUITE 802
SEATTLE, WA 98109

Delaware Department of State  
 U.C.C. Filing Section  
 Filed: 08:03 PM 08/22/2023  
 U.C.C. Initial Filing No: 2023 2612512  
 Amendment No: 2023 5767677  
 Service Request No: 20233316762

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20232612512	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes:  Debtor or  Secured Party of record  
 AND Check one of these three boxes to:  
 CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c  
 ADD name: Complete item 7a or 7b, and item 7c  
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
-----------------------------	---------------------	-------------------------------	--------

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:  
**ALL ASSETS OF THE DEBTOR INCLUDED IN THE ATTACHED ADDITIONAL FINANCED EQUIPMENT**  
 Collateral Description - please see attached

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
EXPORT DEVELOPMENT CANADA

OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
-----------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA:

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
**20232612512**

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME <b>EXPORT DEVELOPMENT CANADA</b>	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13). Provide only one Debtor name (13a or 13b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME <b>MARTIN DAVIS PLLC</b>				
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral).

15. This FINANCING STATEMENT AMENDMENT:  
 covers timber to be cut     covers as-extracted collateral     is filed as a fixture filing

17. Description of real estate:

16. Name and address of a RECORD OWNER of real estate described in item 17  
 (if Debtor does not have a record interest):

18. MISCELLANEOUS:

**ADDITIONAL FINANCED EQUIPMENT**

				Item no
Updated power solution	231,521.87	Faber	Contract	231,521.87
IT Equipment	4,739.00	NW Technology	49102	1,626.00
		NW Technology	49102	238.00
		NW Technology	49102	2,875.00
Equipment		ToyotaLift	Registration number	
Tow Tractor	26,292.00		CBT6-13948	26,292.00
Tow Tractor	26,292.00		CBT6-13949	26,292.00
Tow Tractor	26,292.00		CBT6-13950	26,292.00
Forklift	45,034.00		50-8FGU32-1326	45,034.00
Forklift	45,494.00		8FBCU25-94572	45,494.00
Reach Truck	55,863.00		RF1-BH1X45-00568	55,863.00
Noblelift Scissor Lift	20,369.00		SC2032HN-90210300059	20,369.00
Building Fence	43,600.00	Valley	4216	43,600.00
Equipment - Vehicle	81,403.28	Raidon Dofe Chrysler Jeep	VIN 1C6SRFHT8PN528535	81,403.28
Total Additional Financed Equipment	606,900.15			606,900.15



6951 Hannegan Road Lynden, WA 98264  
 Phone 360.354.3500 | Fax 360.354.0335 | Email info@faberconstruction.com

faberconstruction.com

**Fixed Price Construction Contract**

Vicinity Motors USA Corporation   Customer Name	778.998.0436 / dan.buckle@vicinitymotors.com   Customer Contact
3168 262 <sup>nd</sup> Street Aldergrove, BC CANADA V4W2Z6   Customer Business Address	Vicinity Motors Electrical Switchgear   Project Name
5453 Pacific Fern Drive Ferndale, WA 98248   Project Address	March 14, 2023   Date

**A. SCOPE OF WORK.** This contract identifies the scope and detail of the work to be performed by the Contractor. The Contractor's duty is to build according to this Contract only.

The Contractor will furnish all material, labor, tools and equipment necessary to perform and complete in a workmanship-like manner the Work that was removed from the Vicinity Motors project within Prime Contract Change Order 004 dated March 14, 2023. This work includes installation of switch gear and completion of underground, rough-in and trim related to the 3000-AMP Main Service.

All work performed by the Contractor which is not specifically detailed in the above Scope of Work shall be performed pursuant to Section 13. The Customer warrants the sufficiency, completeness, and workability of all drawings supplied by the Customer or its Architect.

Building permit, if applicable, will be paid by the Customer and obtained by: Contractor [ ] Customer [X]

**B. FIXED PRICE CONTRACT.**

Customer Agrees to Pay a Fixed Price for the Work detailed within Scope of Work.

<input checked="" type="checkbox"/> Fixed Price	\$212,795.84	
<input checked="" type="checkbox"/> Sales Tax (8.8%)	\$18,726.03	
<input checked="" type="checkbox"/> Total Price	\$231,521.87	THIS PRICE IS NON-NEGOTIABLE OR REFUNDABLE
<input checked="" type="checkbox"/> Down Payment	\$0.00	
<input checked="" type="checkbox"/> Balance Owed	\$231,521.87	
<input checked="" type="checkbox"/> BALANCE OWED WILL BE BILLED AND PAID VIA MONTHLY PROGRESS DRAWS WITH BALANCE DUE UPON COMPLETION		

  
 \_\_\_\_\_  
 Authorized Customer Signature  
 Mar 15, 2023  
 \_\_\_\_\_  
 Date

**Raymond Faber**  
Digitally signed by Raymond Faber  
 DN: cn=US, e=raymond@faberconstruction.com,  
 o=Faber Construction, cn=Raymond Faber  
 Date: 2023.03.15 16:21:51 -0700  
 \_\_\_\_\_  
 Faber Construction Corporation  
 3/16/2023  
 \_\_\_\_\_  
 Date

## STANDARD TERMS AND CONDITIONS

**1. Binding Contract.** PLEASE READ CAREFULLY. THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS. Customer's signature on this document creates an enforceable contract (the "Contract") for Contractor to perform the work identified on the front of this Contract (the "Work") at the property described (the "Property") according to these terms and conditions. If Customer rescinds or terminates this Agreement at any time, Contractor shall be entitled to receive the full value of the Contract Payment of \$231,521.87.

**2. Contract Price.** The Contract Price is based on the market prices for materials on the date this Contract is executed by both parties. In the event the market price for any particular materials increases by more than two percent (2%) when Contractor orders the materials, Contractor shall be entitled to a change order increasing the Contract Sum in direct proportion to the material price increase plus fifteen percent (15%) for overhead and profit.

**3. Existing Defects.** Contractor is not responsible or liable for the presence, or effects of, existing construction defects or moisture intrusion issues, including mold, mildew or dry rot. Contractor shall not be required to inspect for any such defects. However, if during performance of the Work, Contractor becomes aware of any such issues, Contractor will bring such issues to Owner's attention. However, Contractor shall be under no obligation to address or remedy these defects or repair any damage unless mutually agreed to be Customer and Contractor in a written change order.

**4. Performance of Services.** The Project shall be performed in a workmanlike manner according to the applicable manufacturer's specifications and standard industry practices. The Project shall be completed in a timely manner after work has commenced, weather permitting. Contractor shall not be liable for delays due to weather, shipping, or other events not solely within Contractor's control.

**5. Availability.** Customer understands that issues often arise during construction that requires input or actions by the Customer. In that regard, Customer agrees to be available during the Project at the address and telephone number listed herein to answer any questions or to address any concerns that arise during the construction. In the event Customer's unavailability causes Contractor to suffer delay damages, Customer agrees to compensate Contractor for such damages.

**6. Limitation of Liability.** Customer agrees to limit Contractor's liability arising from Contractor's errors, omissions or negligent acts such that Contractor's total aggregate liability will not exceed Contractor's total compensation for the Work. Further, Owner expressly waives all claims for consequential damages against Contractor.

**7. Progress and Final Payments.** Monthly invoices shall be submitted to Customer upon the completion of monthly work. Such invoices are due within thirty (30) days from invoice date and will be considered PAST DUE if not paid within thirty-one (31) calendar days of the invoice date. Monthly invoices are in no case subject to unilateral discounting or set-offs by Customer. Final payment for the Work is due within Thirty (30) calendar days after Customer receives the final invoice unless Customer submits a punch list to Contractor as provided herein. If Customer has submitted a punch list to Contractor, then payment shall be due no later than three (3) days after Customer receives the Notice of Completion from Contractor. Any accrued and unpaid monthly invoice or final invoice that is not timely paid as provided herein shall bear interest at the rate of 18% per annum, regardless of whether that balance is liquidated or unliquidated. Any payment shall first be applied to accrued interest and then to the unpaid principal.

**8. Punchlist.** Upon completion of the Work and receipt of the final invoice from Contractor, the Customer shall be entitled to inspect the Work and to present Contractor with one final "punchlist" of any items needing correction. Such punchlist must be presented to the Contractor on Contractor's standard form (available upon request) within three (3) days after receiving the final invoice from Contractor; if Customer fails to provide such a punchlist to Contractor within this time, Customer shall be deemed to be satisfied with, and to have accepted, the Work. If Customer provides a punchlist to Contractor, the Contractor shall correct all items on the punchlist for which the Contractor is responsible under the Agreement and Contractor shall notify Customer upon completion of those items (such notification is herein referred to as "Notice of Completion").

**9. Limited Warranty on Labor/Workmanship.** Contractor warrants to the original Customer that upon completion of the Work and receipt of final payment, all labor, materials and taxes will be paid, and there will be no potential lien claimants. The Work will be performed according, as nearly as possible, to the applicable manufacturer's specifications and standard practices. Contractor will return and repair or replace, as necessary, any defect in workmanship at Contractor's sole expense. The warranty is void if a person or firm other than Contractor performs or re-performs any work within the scope of the Agreement. Contractor will attempt to address warranty issues as soon as possible after notification; however, unless an emergency exists, Contractor shall have thirty (30) days after receiving notice from Customer to perform such warranty work. Contractor's warranty is for the period of one (1) calendar year, and this period begins to run on the date of Contractor's final invoice for payment. Any warranty claim of the Customer shall accrue only during this period. Any warranty claim must be filed in Whatcom County Superior Court within four (4) months after expiration of this warranty. Any warranty claims which is not filed within four (4) months after the expiration of this warranty is waived. Warranty work performed by the Contractor does not extend the warranty. Contractor is not responsible for consequential damages. The foregoing warranty is void if payment for the Work is not timely received. THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF WASHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY.

**9.1 THIS WARRANTY EXCLUDES** all of the following: ordinary wear and tear; any damage resulting from Customer's failure to exercise reasonable maintenance; hairline cracks in concrete foundations, walks, drives and patios; cracks in masonry and mortar due to shrinkage; checking, cracking or spreading of wood due to expansion and contraction; nail pops or settlement cracks in drywall; floor squeaks; discoloration of materials; variation in shades and colors; and cracking or checking of exterior paint.

**10. Materials Warranties.** Customer acknowledges that: (i) Contractor does not independently warrant materials and (ii) materials are warranted by their manufacturer(s). Customer has had an opportunity to review any such warranties and finds them acceptable. Customer understands warranty claims on materials must be made directly to the manufacturers.

**11. Subcontractors.** Contractor is entitled to subcontract any or all the Work without further notice to Customer.

**12. Pandemic Cost Increase.** This contract price is based on the COVID-19 related rules, regulations, and/or restrictions imposed by government agencies at the time this agreement is mutually executed. In the event that pandemic related governmental rules, regulations, and/or restrictions are imposed after this agreement is mutually executed which increase Contractor's cost to perform the Work, then the Contractor shall be entitled to a Change Order increasing the contract price equal to its actual additional costs incurred as a result of such

new related rules, regulations, and/or restrictions. Contractor COVID Vaccine Policy is in effect which allows both medically/religiously exempt employees the right to work.

**13. Change In Work.** Any change to the work described in this Contract must be in writing and signed by both the Customer and Contractor on Contractor's standard change order form to be binding on Contractor. The following rates apply to change order work: Project Manager/Superintendent \$85/hr.; Asslt PM \$80/hr.; Equipment Operator/Carpenter \$80/hr.; Laborer/Pipelayer \$70/hr. PE/PC \$40/hr. All Material, Subcontractors, Professional Fees, Rentals and Other will be charged at cost plus 15%. Contractor equipment will be charged based on Faber Equipment Rates.

**14. Notices.** All notices of any kind which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if mailed by certified mail, return receipt requested, postage prepaid to: (i) if to Contractor, then to Faber Construction, 6951 Hannegan Road, Lynden, WA 98264; (ii) if to Customer, then at the address of the Property listed on the front. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

**15. Waiver.** Contractor's failure to insist upon the strict performance of any condition herein or to exercise any right or remedy shall not constitute a waiver of any breach, term or condition. Any waiver by Contractor must be expressly made in writing.

**16. Disputes.** Customer hereby agrees that in any dispute between them, venue shall lie exclusively in Whatcom County, Washington, regardless of the County in which the Work is performed. In the event of litigation, the losing party shall pay the reasonable attorneys' fees and costs incurred by the prevailing party. **Each party expressly waives the right to a jury trial.**

**17. Negotiation and Interpretation.** Customer has reviewed and has had an opportunity to negotiate the terms of this Contract, including these Standard Terms and Conditions. If the parties negotiate changes to any of the foregoing terms, the appropriate language shall be stricken, and the new language shall be contained on a written addendum signed by both parties. Accordingly, this Contract shall not be construed as an adhesion contract. No provision in this Contract shall be construed or interpreted against the drafter; rather, each provision shall be interpreted according to its fair and reasonable meaning. If one or more of the provisions on this Contract are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**18. Entire Agreement.** The entire agreement between the parties hereto is contained in this Contract; and this Contract supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction, including any proposal for services. Contractor shall not be liable to Customer or to any third party for any representations made by any person concerning the Work or the terms of this Contract except to the extent that the same are expressed in this Contract. This Agreement may be amended only by written instrument executed by Customer and Contractor.

Customer's Initials & Date BJ March 15, 2023

**NOTICE TO CUSTOMER**

This contractor is registered with the state of Washington, registration no. FABERCC887B8, and has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is annually on February 7th.

**THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.**

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

**FOR GREATER PROTECTION, YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.**

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

**YOUR PROPERTY MAY BE LIENED.**

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

**FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.**

The contractor is required to provide you with further information about lien release documents if you request them. General information is also available from the state Department of Labor and Industries.

Customer's Initials & Date

RB March 15, 2023.

NW Technology LLC  
 5100 Industrial PL  
 Suite 104  
 Ferndale, WA 98248  
 (360) 384-6987



**Bill To:**  
 VMC  
 Attn: Carl Wang  
 2219 Rimland Dr  
 Suite 301  
 Bellingham, WA 98228  
 United States

2023-03-10  
 Ferndale Project

**Date:** 02/14/2023  
**Invoice:** [REDACTED]  
**Account:**  
 VICINITY MOTOR (BUS) USA CORP.

Terms	Due Date	PO Number	Reference
Net 30 days	03/19/2023		

Services	Work Type	Staff	Hours	Rate	Amount
<b>Agreement Billable Time: OnPremiseCompAgreement-VMC</b>					
Level 2	On Premise	John Faubion	3.79	100.00	\$379.00
<b>Total Services:</b>					<b>\$379.00</b>

Other Charges	Quantity	Price	Amount
<b>Agreement: HelpDeskAgreement-VMC</b>			
Samsung 65" - TU700D Series - 4K UHD LED LCD TV	2.00	\$813.00	\$1,626.00
SANUS Simplicity 37"- 90" Tilling TV Mount	2.00	\$119.00	\$238.00
MVC640 Native Microsoft Teams Rooms system for Medium-to-large rooms with Wireless Mics Yealink UVC84 camera Yealink CPW90 wireless expansion microphones Yealink MTouch II touch control Yealink MCore mini-PC	-1.00	\$3,499.00	-\$3,499.00
MVC400 Conference System - Includes Yealink CPW90 Package and WPP2C	1.00	\$2,875.00	\$2,875.00
<b>Total Other Charges:</b>			<b>\$1,240.00</b>

Adjustments	Quantity	Amount
Covered by Agreement: OnPremiseCompAgreement-VMC		
Services	(3.79)	-\$379.00
<b>Total Adjustments:</b>		<b>-\$379.00</b>

Beginning August 1, 2022, NW Technology will be charging a 3.0% transaction fee to all Credit Card payment. Fee will be added at the time of payment. Make checks payable to NW Technology LLC	<b>Invoice Subtotal:</b>	\$1,240.00
	<b>Sales Tax:</b>	\$109.12
	<b>Invoice Total:</b>	\$1,349.12
	<b>Payments:</b>	\$0.00

	Credits:	\$0.00
	Balance Due:	\$1,349.12

Thank you for your business!  
All invoices due over 30 days are subject to 18% finance charge.

**Invoice Time Detail**

Invoice Number: [REDACTED]  
 Company: VMC

**Charge To: VMC / Teams Room Project - Date: 1/10/2023**

Staff	Notes	Bill	Hours
Faubion, John	Service Ticket:279219 Did a walkthrough of the VMC site with Jason and Adam, Talked about TV locations, camera locations, and tech closet.	Y	0.67

Subtotal: \$87.00 USD

**Charge To: VMC / Teams Room Project - Date: 1/19/2023**

Staff	Notes	Bill	Hours
Faubion, John	Service Ticket:279219 Installed 2 Tv wall mounts, 2 Interfor cameras, two switches in the IDF cabinet.	Y	3.12

Subtotal: \$312.00 USD

Invoice Time Total: Billable Hours: 0.00



Invoice Date: 6/28/2023  
 Invoice Number: [REDACTED]  
 Terms: COD  
 Sales Person: Walt Beran

## Invoice

Bill-To: Vicinity Motors Corp  
 3168 262 Street  
 Aldergrova, BC V4W 2Z6

Ship-To: Vicinity Motors Corp  
 5433 Pacific Fern Drive  
 Ferndale, WA 98248

Advanced payment against future delivery for purchase of the following:

Quantity	Model/Serial	Description	Total Amount
1	CBT6-13948	New Toyota Electric Sit Down Tow Tractor	\$ 26,292.00
1	CBT6-13949	New Toyota Electric Sit Down Tow Tractor	\$ 26,292.00
1	CBT6-13950	New Toyota Electric Sit Down Tow Tractor	\$ 26,292.00
1	50-8FGU32-13236	New Toyota Forklift	\$ 45,094.00
1	8F0CU25-94572	New Toyota Forklift	\$ 45,494.00
1	BF1-BH1X45-00568	New Toyota Reach Truck	\$ 55,863.00
1	SC2032HN - 9021D300059	New Noblift Scissor Lift	\$ 20,369.00

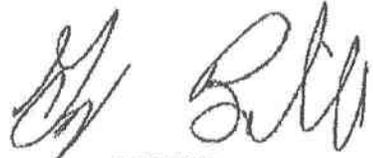
Approved by Gmail attach

A 3% processing fee may be added if paid by credit card.

Subtotal: \$ 245,636.00  
 Tax rate: 8.8%  
 Tax: \$ 21,615.97  
 TOTAL: \$ 267,251.97

Please make checks payable to: Toyota Lift Northwest  
 Remit to: PO Box 35146, #4109A Seattle, WA 98124-5146

Washington | 19305 72nd Ave South, Kent, WA 98032 | P: 253-872-7114 | F: 253-872-9687  
 Oregon | 2001 SE Jennifer Street, Clackamas, OR 97015 | P: 503-657-6960 | F: 503-657-7281  
 Website | [www.toyotaliftnorthwest.com](http://www.toyotaliftnorthwest.com)

X  



205 Lila Ln.  
Burlington, WA 98233

# Invoice

Date	Invoice #
6/12/2023	██████

<b>Bill To</b>
Vicinity Motor Corp. 5457 Pacific Fern Dr. Ferndale, WA 98248

P.O. No.	Terms	Project
	Due on receipt	

Description	Quantity	Rate	U/M	Amount
Customer Deposit Job #3452 Ferndale Facility Fencing and Gates	1	43,600.00	Ea.	43,600.00
<i>Approved by email attached</i>				

50% down deposit to schedule work.

Subtotal	\$43,600.00
Sales Tax (8.8%)	\$0.00
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$43,600.00</b>

**Agreement Sheet**

**First Name** John **Last Name** Lagourgue  
**Address** 5457 Pacific Fern Drive  
**City** Ferndale **State** WA **Zip** 98248  
**Stock** PNS28535 **VIN** 1C6SRFHT8PN528535  
**Year** 2023 **Make** RAM **Model** 1500 **Mileage**  
**Deal Type** Cash **Term** 1 **Sales Tax Rate** 9%

**Home Phone**  
**Cell Phone** (604) 209-9800  
**Work Phone** (778) 998-0436

**DMS Deal No.**  
**Last Saved**  
 6/6/2023  
**Monthly Payment**  
 \$81,403.28

**Trade Vehicles**

**Amount Financed Itemization**

Vehicle Price	\$72,525.00	Trade Amount	\$0.00
(+) Total Value Adds	\$1,719.75	(-) Payoff	\$0.00
<b>Subtotal</b>	<b>\$74,244.75</b>	<b>Net Trade</b>	<b>\$0.00</b>
(+) Sales Tax	\$6,682.03	(+) Rebate	\$0.00
<b>Total Tax</b>	<b>\$6,682.03</b>	(+) Cash Down	\$0.00
(+) Title Fee	\$24.00	<b>Total Down Payment</b>	<b>\$0.00</b>
(+) License Fee	\$250.00	Total Price	\$81,403.28
(+) Admin Fee	\$2.50	(-) Total Down Payment	\$0.00
(+) Doc SVC Fee	\$200.00	<b>Amount Financed</b>	<b>\$81,403.28</b>
<b>Total Price</b>	<b>\$81,403.28</b>		

ACCESSORIES	\$1,719.75
<b>Total Value Adds</b>	<b>\$1,719.75</b>

Understanding of NEGOTIATION: I agree to the above estimated terms and understand that all were and are negotiable, including interest rate of which dealer may receive/retain a portion, price, down payment, trade allowance, term, accessories, and value adds and that all are subject to execution of contract documents and financing approval. I understand actual credit terms may vary depending on my credit history and that I may be able to obtain financing on different terms from others. A negotiable dealer documentary service fee of up to \$200 may be added to the sale price or capitalized cost.

**X** \_\_\_\_\_  
 Customer's Signature Date

**X** \_\_\_\_\_  
 Manager's Signature Date

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional) DOTTO@MARTINDAVISLAW.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  MARTIN DAVIS PLLC 1200 WESTLAKE AVE N SUITE 802 SEATTLE, WA 98109

Delaware Department of State  
 U.C.C. Filing Section  
 Filed: 08:08 PM 08/22/2023  
 U.C.C. Initial Filing No: 2023 2612512  
 Amendment No: 2023 5767693  
 Service Request No: 20233316770

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20232612512	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer <u>attach</u> Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- 2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
- 3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
- 4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes: AND Check one of these three boxes to:  
 This Change affects  Debtor or  Secured Party of record  CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME		INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral.  
**ALL ASSETS OF THE DEBTOR INCLUDED IN THE ATTACHED ADDITIONAL FINANCED EQUIPMENT**  
 Collateral Description - please see attached

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a **DEBTOR**, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME EXPORT DEVELOPMENT CANADA				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:



**ADDITIONAL FINANCED EQUIPMENT**

				Item no
Updated power solution	231,521.87	Faber	Contract	231,521.87
IT Equipment	4,739.00	NW Technology	49102	1,626.00
		NW Technology	49102	238.00
		NW Technology	49102	2,875.00
Equipment		ToyotaLift	Registration number	
Tow Tractor	26,292.00		CBT6-13948	26,292.00
Tow Tractor	26,292.00		CBT6-13949	26,292.00
Tow Tractor	26,292.00		CBT6-13950	26,292.00
Forklift	45,034.00		50-8FGU32-1326	45,034.00
Forklift	45,494.00		8FBCU25-94572	45,494.00
Reach Truck	55,863.00		RF1-BH1X45-00568	55,863.00
Noblelift Scissor Lift	20,369.00		SC2032HN-90210300059	20,369.00
Building Fence	43,600.00	Valley	4216	43,600.00
Equipment - Vehcile	81,403.28	Raidon Dofe Chrysler Jeep	VIN 1C6SRFHT8PNS28535	81,403.28
<b>Total Additional Financed Equipment</b>	<b>606,900.15</b>			<b>606,900.15</b>



6951 Hannegan Road Lynden, WA 98264  
 Phone 360.354.3500 | Fax 360.354.0335 | Email info@faberconstruction.com

faberconstruction.com

**Fixed Price Construction Contract**

Vicinity Motors USA Corporation   Customer Name	778.998.0436 / dan.buckle@vicinitymotors.com   Customer Contact
3168 262 <sup>nd</sup> Street Aldergrove, BC CANADA V4W2Z6   Customer Business Address	Vicinity Motors Electrical Switchgear   Project Name
5453 Pacific Fern Drive Ferndale, WA 98248   Project Address	March 14, 2023   Date

**A. SCOPE OF WORK.** This contract identifies the scope and detail of the work to be performed by the Contractor. The Contractor's duty is to build according to this Contract only.

The Contractor will furnish all material, labor, tools and equipment necessary to perform and complete in a workmanship-like manner the Work that was removed from the Vicinity Motors project within Prime Contract Change Order 004 dated March 14, 2023. This work includes installation of switch gear and completion of underground, rough-in and trim related to the 3000-AMP Main Service.

All work performed by the Contractor which is not specifically detailed in the above Scope of Work shall be performed pursuant to Section 13. The Customer warrants the sufficiency, completeness, and workability of all drawings supplied by the Customer or Its Architect.

Building permit, if applicable, will be paid by the Customer and obtained by: Contractor [ ] Customer [X]

**B. FIXED PRICE CONTRACT.**

Customer Agrees to Pay a Fixed Price for the Work detailed within Scope of Work.

<input checked="" type="checkbox"/> Fixed Price	\$212,795.84	
<input checked="" type="checkbox"/> Sales Tax (8.8%)	\$18,726.03	
<input checked="" type="checkbox"/> Total Price	\$231,521.87	THIS PRICE IS NON-NEGOTIABLE OR REFUNDABLE
<input checked="" type="checkbox"/> Down Payment	\$0.00	
<input checked="" type="checkbox"/> Balance Owed	\$231,521.87	
<input checked="" type="checkbox"/> BALANCE OWED WILL BE BILLED AND PAID VIA MONTHLY PROGRESS DRAWS WITH BALANCE DUE UPON COMPLETION		

  
 \_\_\_\_\_  
 Authorized Customer Signature  
 Mar 15, 2023  
 \_\_\_\_\_  
 Date

Raymond Faber Digitally signed by Raymond Faber  
 DN: cn=US, email=raymond@faberconstruction.com,  
 o=Faber Construction, cn=Raymond Faber  
 Date: 2023.03.15 10:21:51 -0700  
 \_\_\_\_\_  
 Faber Construction Corporation  
 3/16/2023  
 \_\_\_\_\_  
 Date

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**6. Limitation of Liability.** Customer agrees to limit Contractor's liability arising from Contractor's errors, omissions or negligent acts such that Contractor's total aggregate liability will not exceed Contractor's total compensation for the Work. Further, Owner expressly waives all claims for consequential damages against Contractor.

**7. Progress and Final Payments.** Monthly invoices shall be submitted to Customer upon the completion of monthly work. Such invoices are due within thirty (30) days from invoice date and will be considered PAST DUE if not paid within thirty-one (31) calendar days of the invoice date. Monthly invoices are in no case subject to unilateral discounting or set-offs by Customer. Final payment for the Work is due within Thirty (30) calendar days after Customer receives the final invoice unless Customer submits a punch list to Contractor as provided herein. If Customer has submitted a punch list to Contractor, then payment shall be due no later than three (3) days after Customer receives the Notice of Completion from Contractor. Any accrued and unpaid monthly invoice or final invoice that is not timely paid as provided herein shall bear interest at the rate of 18% per annum, regardless of whether that balance is liquidated or unliquidated. Any payment shall first be applied to accrued interest and then to the unpaid principal.

**8. Punchlist.** Upon completion of the Work and receipt of the final invoice from Contractor, the Customer shall be entitled to inspect the Work and to present Contractor with one final "punchlist" of any items needing correction. Such punchlist must be presented to the Contractor on Contractor's standard form (available upon request) within three (3) days after receiving the final invoice from Contractor; if Customer fails to provide such a punchlist to Contractor within this time, Customer shall be deemed to be satisfied with, and to have accepted, the Work. If Customer provides a punchlist to Contractor, the Contractor shall correct all items on the punchlist for which the Contractor is responsible under the Agreement and Contractor shall notify Customer upon completion of those items (such notification is herein referred to as "Notice of Completion").

**9. Limited Warranty on Labor/Workmanship.** Contractor warrants to the original Customer that upon completion of the Work and receipt of final payment, all labor, materials and taxes will be paid, and there will be no potential lien claimants. The Work will be performed according, as nearly as possible, to the applicable manufacturer's specifications and standard practices. Contractor will return and repair or replace, as necessary, any defect in workmanship at Contractor's sole expense. The warranty is void if a person or firm other than Contractor performs or re-performs any work within the scope of the Agreement. Contractor will attempt to address warranty issues as soon as possible after notification; however, unless an emergency exists, Contractor shall have thirty (30) days after receiving notice from Customer to perform such warranty work. Contractor's warranty is for the period of one (1) calendar year, and this period begins to run on the date of Contractor's final invoice for payment. Any warranty claim of the Customer shall accrue only during this period. Any warranty claim must be filed in Whatcom County Superior Court within four (4) months after expiration of this warranty. Any warranty claims which is not filed within four (4) months after the expiration of this warranty is waived. Warranty work performed by the Contractor does not extend the warranty. Contractor is not responsible for consequential damages. The foregoing warranty is void if payment for the Work is not timely received. THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF WASHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY.

**9.1 THIS WARRANTY EXCLUDES** all of the following: ordinary wear and tear; any damage resulting from Customer's failure to exercise reasonable maintenance; hairline cracks in concrete foundations, walks, drives and patios; cracks in masonry and mortar due to shrinkage; checking, cracking or spreading of wood due to expansion and contraction; nail pops or settlement cracks in drywall; floor squeaks; discoloration of materials; variation in shades and colors; and cracking or checking of exterior paint.

**10. Materials Warranties.** Customer acknowledges that: (i) Contractor does not independently warrant materials and (ii) materials are warranted by their manufacturer(s). Customer has had an opportunity to review any such warranties and finds them acceptable. Customer understands warranty claims on materials must be made directly to the manufacturers.

**11. Subcontractors.** Contractor is entitled to subcontract any or all the Work without further notice to Customer.

**12. Pandemic Cost Increase.** This contract price is based on the COVID-19 related rules, regulations, and/or restrictions imposed by government agencies at the time this agreement is mutually executed. In the event that pandemic related governmental rules, regulations, and/or restrictions are imposed after this agreement is mutually executed which increase Contractor's cost to perform the Work, then the Contractor shall be entitled to a Change Order increasing the contract price equal to its actual additional costs incurred as a result of such

new related rules, regulations, and/or restrictions. Contractor COVID Vaccine Policy is in effect which allows both medically/religiously exempt employees the right to work.

**13. Change In Work.** Any change to the work described in this Contract must be in writing and signed by both the Customer and Contractor on Contractor's standard change order form to be binding on Contractor. The following rates apply to change order work: Project Manager/Superintendent \$85/hr.; Asst PM \$80/hr.; Equipment Operator/Carpenter \$80/hr.; Laborer/Pipelayer \$70/hr. PE/PC \$40/hr. All Material, Subcontractors, Professional Fees, Rentals and Other will be charged at cost plus 15%. Contractor equipment will be charged based on Faber Equipment Rates.

**14. Notices.** All notices of any kind which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if mailed by certified mail, return receipt requested, postage prepaid to: (i) if to Contractor, then to Faber Construction, 6951 Hannegan Road, Lynden, WA 98264; (ii) if to Customer, then at the address of the Property listed on the front. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

**15. Waiver.** Contractor's failure to insist upon the strict performance of any condition herein or to exercise any right or remedy shall not constitute a waiver of any breach, term or condition. Any waiver by Contractor must be expressly made in writing.

**16. Disputes.** Customer hereby agrees that in any dispute between them, venue shall lie exclusively in Whatcom County, Washington, regardless of the County in which the Work is performed. In the event of litigation, the losing party shall pay the reasonable attorneys' fees and costs incurred by the prevailing party. **Each party expressly waives the right to a jury trial.**

**17. Negotiation and Interpretation.** Customer has reviewed and has had an opportunity to negotiate the terms of this Contract, including these Standard Terms and Conditions. If the parties negotiate changes to any of the foregoing terms, the appropriate language shall be stricken, and the new language shall be contained on a written addendum signed by both parties. Accordingly, this Contract shall not be construed as an adhesion contract. No provision in this Contract shall be construed or interpreted against the drafter; rather, each provision shall be interpreted according to its fair and reasonable meaning. If one or more of the provisions on this Contract are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**18. Entire Agreement.** The entire agreement between the parties hereto is contained in this Contract; and this Contract supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction, including any proposal for services. Contractor shall not be liable to Customer or to any third party for any representations made by any person concerning the Work or the terms of this Contract except to the extent that the same are expressed in this Contract. This Agreement may be amended only by written instrument executed by Customer and Contractor.

Customer's Initials & Date BJ March 15, 2023

**NOTICE TO CUSTOMER**

This contractor is registered with the state of Washington, registration no. FABERCC887B8, and has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is annually on February 7th.

**THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.**

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

**FOR GREATER PROTECTION, YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.**

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

**YOUR PROPERTY MAY BE LIENED.**

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

**FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.**

The contractor is required to provide you with further information about lien release documents if you request them. General information is also available from the state Department of Labor and Industries.

Customer's Initials & Date

DB March 15, 2023.

NW Technology LLC  
 5100 Industrial Pl  
 Suite 104  
 Ferndale, WA 98248  
 (360) 384-6987



**Bill To:**  
 VMC  
 Attn: Carl Wang  
 2219 Rimland Dr  
 Suite 301  
 Bellingham, WA 98228  
 United States

2023-03-10  
 Ferndale Project

**Date:** 02/14/2023  
**Invoice:**  
**Account:**  
 VICINITY MOTOR (BUS) USA CORP.

Term	Due Date	PO Number	Reference
Net 30 days	03/16/2023		

Services	Work Type	Staff	Hours	Rate	Amount
<b>Agreement Billable Time: OnPremiseCompAgreement-VMC</b>					
Level 2	On Premise	John Faublon	3.79	100.00	\$379.00
<b>Total Services:</b>					<b>\$379.00</b>

Other Charges	Quantity	Price	Amount
<b>Agreement: HelpDeskAgreement-VMC</b>			
Samsung 65" - TU700D Series - 4K UHD LED LCD TV	2.00	\$813.00	\$1,626.00
SANUS Simplicity 37"- 90" Tilling TV Mount	2.00	\$119.00	\$238.00
MVC640 Native Microsoft Teams Rooms system for Medium-to-large rooms with Wireless Mics Yealink UVC84 camera Yealink CPW90 wireless expansion microphones Yealink MTouch II touch control Yealink MCore mini-PC	-1.00	\$3,499.00	-\$3,499.00
MVC400 Conference System - Includes Yealink CPW90 Package and WPP20	1.00	\$2,875.00	\$2,875.00
<b>Total Other Charges:</b>			<b>\$1,240.00</b>

Adjustments	Quantity	Amount
Covered by Agreement: OnPremiseCompAgreement-VMC		
Services	(3.79)	-\$379.00
<b>Total Adjustments:</b>		<b>-\$379.00</b>

Beginning August 1, 2022, NW Technology will be charging a 3.0% transaction fee to all Credit Card payment. Fee will be added at the time of payment. Make checks payable to NW Technology LLC	<b>Invoice Subtotal:</b>	<b>\$1,240.00</b>
	<b>Sales Tax:</b>	<b>\$109.12</b>
	<b>Invoice Total:</b>	<b>\$1,349.12</b>
	<b>Payments:</b>	<b>\$0.00</b>

	Credits:	\$0.00
	Balance Due:	\$1,349.12

Thank you for your business!  
All invoices due over 30 days are subject to 18% finance charge.

Invoice Time Detail

Invoice Number: [Redacted]  
Company: VMC

Charge To: VMC / Teams Room Project Date: 1/10/2023

Staff	Notes	Bill	Hours
Faubion, John	Service Ticket:279219 Did a walkthrough of the VMC site with Jason and Adam, Talked about TV locations, camera locations, and tech closet.	Y	0.67

Subtotal: \$87.00 USD

Charge To: VMC / Teams Room Project Date: 1/19/2023

Staff	Notes	Bill	Hours
Faubion, John	Service Ticket:279219 Installed 2 Tv wall mounts, 2 interior cameras, two switches in the IDF cabinet.	Y	3.12

Subtotal: \$312.00 USD

Invoice Time Total: Billable Hours: 0.00



Invoice Date: 6/28/2023  
 Invoice Number: [REDACTED]  
 Terms: COD  
 Sales Person: Walt Beran

## Invoice

Bill-To: Vicinity Motors Corp  
 3168 262 Street  
 Aldergrove, BC V4W 2Z6

Ship-To: Vicinity Motors Corp  
 5433 Pacific Fern Drive  
 Ferndale, WA 98248

Advanced payment against future delivery for purchase of the following:

Quantity	Model/Serial	Description	Total Amount
1	CBT6-13948	New Toyota Electric Sit Down Tow Tractor	\$ 26,292.00
1	CBT6-13949	New Toyota Electric Sit Down Tow Tractor	\$ 26,292.00
1	CBT6-13950	New Toyota Electric Sit Down Tow Tractor	\$ 26,292.00
1	50-8FGU32-13235	New Toyota Forklift	\$ 45,034.00
1	BF0CU25-94572	New Toyota Forklift	\$ 45,494.00
1	RF1-BH1X45-00568	New Toyota Reach Truck	\$ 55,863.00
1	SC2032HN - 90210300059	New Noblelift Scissor Lift	\$ 20,369.00

Approved by Gmail attach

A 3% processing fee may be added if paid by credit card.

Subtotal: \$ 245,636.00  
 Tax rate: 8.8%  
 Tax: \$ 21,615.97  
 TOTAL: \$ 267,251.97

Please make checks payable to: Toyota Lift Northwest  
 Remit to: PO Box 35146, #41098 Seattle, WA 98124-5146

Washington | 19309 72nd Ave South, Kent, WA 98032 | P: 253-872-7114 | F: 253-872-9687  
 Oregon | 2001 SE Jennifer Street, Clackamas, OR 97015 | P: 503-657-6900 | F: 503-657-7281  
 Website | [www.toyotaliftnorthwest.com](http://www.toyotaliftnorthwest.com)

X (OK)



205 Lila Ln.  
Burlington, WA 98233

# Invoice

Date	Invoice #
6/12/2023	██████

**Bill To**  
Vicinity Motor Corp.  
5457 Pacific Fern Dr.  
Ferndale, WA 98248

P.O. No.	Terms	Project
	Due on receipt	

Description	Quantity	Rate	U/M	Amount
Customer Deposit Job #3452 Ferndale Facility Fencing and Gates	1	43,600.00	Ea.	43,600.00
<i>Approved by Council attached</i>				

50% down deposit to schedule work.

<b>Subtotal</b>	<b>\$43,600.00</b>
<b>Sales Tax (8.8%)</b>	<b>\$0.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$43,600.00</b>

**Agreement Sheet**

**First Name** John **Last Name** Lagourgue  
**Address** 5457 Pacific Fern Drive  
**City** Ferndale **State** WA **Zip** 98248  
**Stock** PN528535 **VIN** 1C6SRFHT8PN528535  
**Year** 2023 **Make** RAM **Model** 1500 **Mileage**  
**Deal Type** Cash **Term** 1 **Sales Tax Rate** 9%

**Home Phone**  
**Cell Phone** (604) 209-9800  
**Work Phone** (778) 998-0436

**DMS Deal No.**  
**Last Saved**  
 6/6/2023  
**Monthly Payment**  
 \$81,403.28

**Trade Vehicles**

**Amount Financed Itemization**

Vehicle Price	\$72,525.00	Trade Amount	\$0.00
(+) Total Value Adds	\$1,719.75	(-) Payoff	\$0.00
<b>Subtotal</b>	<b>\$74,244.75</b>	<b>Net Trade</b>	<b>\$0.00</b>
(+) Sales Tax	\$6,682.03	(+) Rebate	\$0.00
<b>Total Tax</b>	<b>\$6,682.03</b>	(+) Cash Down	\$0.00
(+) Title Fee	\$24.00	<b>Total Down Payment</b>	<b>\$0.00</b>
(+) License Fee	\$250.00	Total Price	\$81,403.28
(+) Admin Fee	\$2.50	(-) Total Down Payment	\$0.00
(+) Doc SVC Fee	\$200.00	<b>Amount Financed</b>	<b>\$81,403.28</b>
<b>Total Price</b>	<b>\$81,403.28</b>		

ACCESSORIES	\$1,719.75
<b>Total Value Adds</b>	<b>\$1,719.75</b>

Understanding of NEGOTIATION: I agree to the above estimated terms and understand that all were and are negotiable, including interest rate of which dealer may receive/retain a portion, price, down payment, trade allowance, term, accessories, and value adds and that all are subject to execution of contract documents and financing approval. I understand actual credit terms may vary depending on my credit history and that I may be able to obtain financing on different terms from others. A negotiable dealer documentary service fee of up to \$200 may be added to the sale price or capitalized cost.

X \_\_\_\_\_  
 Customer's Signature Date

X \_\_\_\_\_  
 Manager's Signature Date

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Delaware Department of State  
U.C.C. Filing Section  
Filed: 04:29 PM 09/25/2023  
U.C.C. Initial Filing No: 2023 2612512  
Amendment No: 2023 6479686  
Service Request No: 20233572914

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)



Return Acknowledgement to:  
Capital Corporate Services, Inc.  
PO Box 82530  
Baton Rouge, LA 70884  
830.408.1262

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**2023 2612512 (filed on April 6, 2023)**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial). Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
Check one of these two boxes:  Debtor or  Secured Party of record  
**AND** Check one of these three boxes for:  
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c.  ADD name: Complete item 7a or 7b, and item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME	SUFFIX
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:  
**All assets of the Debtor presently owned and/or hereafter acquired.**

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**Export Development Canada**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:  
**To be filed with the Secretary of State of Delaware** Debtor: **Vicinity Motor (Bus) USA Corp.**

CSC

www.cscglobal.com

CSC- New York  
 Suite 200  
 19 West 44th Street  
 New York, NY 10036  
 212-299-5600  
 212-299-5656 (Fax)

**Matter#** 506954-791**Order#** 574007-2**Project Id :****Order Date** 08/02/2024

<b>Subject:</b>	<b>VICINITY PROPERTY LLC</b>
<b>Jurisdiction:</b>	<b>DE - Secretary Of State</b>
<b>Request For:</b>	<b>UCC Debtor Search</b>
<b>Result:</b>	<b>Records found</b>
<b>Thru Date:</b>	<b>July 10, 2024</b>
<b>No. of findings:</b>	5
<b>Original UCC Filings:</b>	1
<b>Amendments:</b>	0
<b>Continuations:</b>	0
<b>Assignments:</b>	3
<b>Releases:</b>	0
<b>Corrections:</b>	0
<b>Terminations:</b>	1

Ordered by MIRIAM DOMINGUEZ at DENTONS CANADA LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.cscglobal.com](http://www.cscglobal.com).

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Jeffrey Boyle

Jeffrey.Boyle@cscglobal.com

**Corporation Service Company(R) Terms and Conditions**

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

This is **Exhibit "I"** referred to in the affidavit of Chelsea Denton sworn before me at Vancouver, British Columbia this 16 day of October 2024.



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A Commissioner for taking Affidavits  
For British Columbia

CSC

www.cscglobal.com

CSC- New York  
 Suite 200  
 19 West 44th Street  
 New York, NY 10036  
 212-299-5600  
 212-299-5656 (Fax)

**Matter#** 506954-791**Order#** 580689-2**Project Id :****Order Date** 08/06/2024

<b>Subject:</b>	<b>VICINITY MOTOR PROPERTY, LLC</b>
<b>Jurisdiction:</b>	<b>DE - Secretary Of State</b>
<b>Request For:</b>	<b>UCC Debtor Search</b>
<b>Result:</b>	<b>Records found</b>
<b>Thru Date:</b>	<b>July 12, 2024</b>
<b>No. of findings:</b>	1
<b>Original UCC Filings:</b>	1
<b>Amendments:</b>	0
<b>Continuations:</b>	0
<b>Assignments:</b>	0
<b>Releases:</b>	0
<b>Corrections:</b>	0
<b>Terminations:</b>	0

Ordered by MIRIAM DOMINGUEZ at DENTONS CANADA LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Jeffrey Boyle

Jeffrey.Boyle@cscglobal.com

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CSC

www.cscglobal.com

CSC- New York  
Suite 200  
19 West 44th Street  
New York, NY 10036  
212-299-5600  
212-299-5656 (Fax)

**Matter#** 506954-791**Order#** 580689-2**Project Id :****Order Date** 08/06/2024**Subject:** VICINITY MOTOR PROPERTY, LLC**Jurisdiction:** DE - Secretary Of State**Request for:** UCC Debtor Search**Result:** Records found**File Type:** Original**File Number:** 20231276707**File Date :** 02/17/2023**Current Secured Party of Record:** ROYAL BANK OF CANADA

Ordered by MIRIAM DOMINGUEZ at DENTONS CANADA LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.cscglobal.com](http://www.cscglobal.com).

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Jeffrey Boyle

Jeffrey.Boyle@cscglobal.com

**Corporation Service Company(R) Terms and Conditions**

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# Delaware

Page 1

The First State

## CERTIFICATE

SEARCHED AUGUST 6, 2024 AT 2:49 P.M.  
FOR DEBTOR, VICINITY MOTOR PROPERTY, LLC

1 OF 1 FINANCING STATEMENT 20231276707

DEBTOR: EXPIRATION DATE: 02/17/2028  
VICINITY MOTOR PROPERTY, LLC

3168 262 STREET ADDED 02-17-23

ALDERGROVE, BC CA V4W2Z6

SECURED: ROYAL BANK OF CANADA

200 BAY STREET, 30TH FLOOR, SOUTH ADDED 02-17-23  
TOWER

TORONTO, ON CA M5J2J5

## F I L I N G H I S T O R Y

20231276707 FILED 02-17-23 AT 1:22 P.M. FINANCING STATEMENT

## E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, VICINITY MOTOR PROPERTY, LLC AS OF JULY 12, 2024 AT 11:59 P.M.



  
Jeffrey W. Bullock, Secretary of State

20258176986-UCC11

SR# 20243339371

Authentication: 204098119

Date: 08-06-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

# Delaware

The First State



Jeffrey W. Bullock, Secretary of State

20258176986-UCC11  
SR# 20243339371

Authentication: 204098119  
Date: 08-06-24

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> (800) 547-7007
<b>B. E-MAIL CONTACT AT FILER (optional)</b> SHANTELE@RECORDSEARCH.COM
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b>  FAIRCHILD RECORD SEARCH LTD 3400 CAPITOL BLVD S SUITE 101 TUMWATER, WA 98501

Delaware Department of State  
U.C.C. Filing Section  
Filed: 01:22 PM 02/17/2023  
U.C.C. Initial Filing No: 2023 1276707  
  
Service Request No: 20230571090

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

**1. DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME VICINITY MOTOR PROPERTY, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3168 262 STREET	ALDERGROVE	BC	V4W 2Z6	CA

**2. DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

**3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ROYAL BANK OF CANADA				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
200 BAY STREET, 30TH FLOOR, SOUTH TOWER	TORONTO	ON	M5J 2J5	CA

**4. COLLATERAL:** This financing statement covers the following collateral:  
**All assets of the Debtor.**

**5.** Check only if applicable and check only one box. Collateral is  held in a Trust (see UCC1Ad, item 17 and instructions)  being administered by a Decedent's Personal Representative

**6a.** Check only if applicable and check only one box:  
 Public-Finance Transaction     Manufactured-Home Transaction     A Debtor is a Transmitting Utility

**6b.** Check only if applicable and check only one box:  
 Agricultural Lien     Non-UCC Filing

**7. ALTERNATIVE DESIGNATION (if applicable):**  Lessee/Lessor     Consignee/Consignor     Seller/Buyer     Bailee/Bailor     Licensee/Licenser

**8. OPTIONAL FILER REFERENCE DATA:**  
#21485-21 (DELAWARE)

This is **Exhibit "J"** referred to in the affidavit of  
Chelsea Denton sworn before me at Vancouver,  
British Columbia this 16 day of October 2024.



---

A Commissioner for taking Affidavits  
For British Columbia

## Confirmation Letter/ Lettre de confirmation

250 Howe street  
Vancouver, BC  
V6C 3R8

10/15/2024 12:56:10 PM CST/HNC

**Attn. / À l'attention de:** Miriam Dominguez

**Acct No. / Compte No.:** AC1157

**Transaction Number / Numéro de transaction:** TR202582

**RE:** Bank Act Security – Section 427, NOI Search

**Objet:** Garantie en vertu de la Loi sur les banques - Article 427, NOI Search

Dear Miriam Dominguez

Bonjour, Miriam Dominguez

A search has been made of the notices of intention to give security under the Bank Act registered in the province of BC. As at the date and time above, our records indicate the following:

Une recherche a été effectuée dans les avis d'intention de constituer une garantie en vertu de la Loi sur les banques, enregistrés dans la province de BC. À la date et à l'heure susmentionnées, nos dossiers indiquent ce qui suit :

Your search for:

Votre recherche pour :

**Debtor Type / Type de débiteur:** Company/ Société

**Company Name/ Nom de l'entreprise:** GRANDE WEST TRANSPORTATION INTERNATIONAL LTD.

**Province of Registry / Province du registre:** BC

Returns the following results:

Renvoie les résultats suivants :

**Registration Number / Numéro d'enregistrement:** 01314188

**Bank / Banque:** ROYAL BANK OF CANADA

**Branch / Succursale:** ALDERGROVE BRANCH

**Registration Date / Date d'enregistrement:** 9/21/2017 12:00:00 AM CST/HNC

**Expiry Date / Date d'expiration:** 12/31/2027 12:00:00 AM

**Last Updated On / Dernière mise à jour le:**

**Last Renewed On / Renouvelé pour la dernière fois le:**

**Province of Registration Address / Adresse de la province d'enregistrement:**

3168 262ND STREET ALDERGROVE BC CANADA V4W2Z6

**Name / Nom:** Grande West Transportation International Ltd.

A handwritten signature in black ink, appearing to be 'J. Mehr', is centered on the page.

---

For Registrar / Pour le Registraire

This is **Exhibit "K"** referred to in the affidavit of  
Chelsea Denton sworn before me at Vancouver,  
British Columbia this 16 day of October 2024.



---

A Commissioner for taking Affidavits  
For British Columbia

**CSC**

www.cscglobal.com

CSC- New York  
Suite 200  
19 West 44th Street  
New York, NY 10036  
212-299-5600  
212-299-5656 (Fax)**Matter#** 506954-791**Order#** 574007-4**Project Id :****Order Date** 08/02/2024

**Subject:** 5453 AND 5457 PACIFIC FERN DRIVE APNPARCEID 186598 / 390228  
028215 0000, 190386 I 390228 028186 0000 FERNDAL WASHINGTON

**Jurisdiction:** WA - Whatcom County

**Request for:** Property Search

**Result:** Other

Ordered by MIRIAM DOMINGUEZ at DENTONS CANADA LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Jeffrey Boyle

Jeffrey.Boyle@cscglobal.com

**Corporation Service Company(R) Terms and Conditions**

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

Whatcom County Assessor & Treasurer

Property Search Results > 186598 VICINITY MOTOR PROPERTY LLC For Year 2023 - 2024

Property

Account

Property ID: 186598      Abbreviated Legal Description: LOT 7 PACIFIC FERN BUSINESS PARK GENERAL-SPECIFIC BINDING SITE PLAN AS REC AF 2019-0201524

Parcel # / Geo ID: 3902280282150000      Agent Code:

Type: Real

Tax Area: 0200 - FERNDALE 502 L F7 C6      Land Use Code: 91

Open Space: N      DFL: N

Historic Property: N      Remodel Property: N

Multi-Family Redevelopment: N

Township: T39N      Section: 28

Range: R02E      Legal Acres: 0.8700

Location

Address: 5463 PACIFIC FERN DR      Mapsco:  
FERNDALE, WA

Neighborhood: 2120020500      Map ID: 2IG\_LABNTY

Neighborhood CD: 2120020500

Owner

Name: VICINITY MOTOR PROPERTY LLC      Owner ID: 595368

Mailing Address: 1200 WESTLAKE AVE N STE 802      % Ownership: 100.0000000000%  
SEATTLE, WA 98109-3529

Exemptions:

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2024 - 118174 (Balance)	\$1310.89	\$2.50	\$0.00	\$0.00	\$1313.39

Total Amount to Pay: \$

\*Convenience Fee not included

Lines and Assessment Details

Property Tax Information as of 08/05/2024

Amount Due if Paid on:       **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2024	118174	\$1313.53	\$1313.39	\$0.00	\$0.00	\$1313.53	\$1313.39
▶ Statement Details							
2023	118748	\$1143.69	\$1143.58	\$0.00	\$0.00	\$2287.27	\$0.00
▶ Statement Details							
2022	119584	\$1114.74	\$1114.67	\$0.00	\$0.00	\$2229.41	\$0.00
▶ Statement Details							
2021	120197	\$1010.58	\$1010.41	\$0.00	\$0.00	\$2020.99	\$0.00

Values

(+) Improvement Homesite Value: + \$0

(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$377,320
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0
<hr/>		
(=) Market Value:	=	\$377,320
(-) Productivity Loss:	-	\$0
<hr/>		
(=) Subtotal:	=	\$377,320
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$377,320
<hr/>		
(=) Total Appraised Value:	=	\$377,320
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
<hr/>		
(=) Taxable Value:	=	\$377,320

Map List

Map No.	Map Area
1	Whole section
2	NE Quarter
3	NW Quarter
4	SW Quarter
5	SE Quarter

Taxing Jurisdiction

Owner: VICINITY MOTOR PROPERTY LLC  
 % Ownership: 100.000000000000%  
 Total Value: \$377,320  
 Tax Area: 0200 - FERNDAL 502 L F7 C6

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
CEM006	CEMETERY #6	0.0284448579	\$377,320	\$377,320	\$10.73
CFL	CONSERVATION FUTURES	0.0229176033	\$377,320	\$377,320	\$8.65
FCZDL	FLOOD CONTROL ZONE	0.1062853241	\$377,320	\$377,320	\$40.10
FD007BOND	FIRE #7 2019-3 GO BOND	0.0323766722	\$377,320	\$377,320	\$12.22
FD007EXP	FIRE #7 EXPENSE FUND	0.6998244933	\$377,320	\$377,320	\$264.06
FERN13BOND	CITY OF FERNDAL 502 LIBRARY BOND 13	0.0000000000	\$377,320	\$377,320	\$0.00
FERNCE	CITY OF FERNDAL 502 CURRENT EXPENSE	0.6112294460	\$377,320	\$377,320	\$230.63
PTBOND	PORT OF BELLINGHAM GO BOND	0.0138689742	\$377,320	\$377,320	\$5.23
PTGEN	PORT OF BELLINGHAM GENERAL FUND	0.1160034754	\$377,320	\$377,320	\$43.77
PTRDA	PORT OF BELLINGHAM RDA	0.0001746187	\$377,320	\$377,320	\$0.07
RLIBGEN	RURAL LIBRARY	0.2563593471	\$377,320	\$377,320	\$96.73
SD502B	FERNDAL 502 SCHOOL #502 BOND	0.8404886070	\$377,320	\$377,320	\$317.13
SD502CP	FERNDAL 502 CAPITAL PROJECTS	0.0000000000	\$377,320	\$377,320	\$0.00
SD502MO	FERNDAL 502 SCHOOL #502 ENRICHMENT	1.1347646598	\$377,320	\$377,320	\$428.17
WA1	STATE SCHOOL PART 1	1.3961238142	\$377,320	\$377,320	\$526.79
WA2	STATE SCHOOL PART 2	0.7493926005	\$377,320	\$377,320	\$282.76
WCCE	COUNTY CURRENT EXPENSE	0.5106850371	\$377,320	\$377,320	\$192.69
WCCI	CHILDRENS INITIATIVE	0.1675359534	\$377,320	\$377,320	\$63.21
WCCT	COUNTY MENTAL HEALTH	0.0124999999	\$377,320	\$377,320	\$4.72
WCDD	COUNTY DEVELOPMENTAL DISABILITY	0.0124999999	\$377,320	\$377,320	\$4.72

WCER	COUNTY ELECTION RESERVE	0.0059170783	\$377,320	\$377,320	\$2.23
WCVR	COUNTY VETERANS RELIEF	0.0112500000	\$377,320	\$377,320	\$4.24
WCEMS	WHATCOM COUNTY EMS	0.2201625320	\$377,320	\$377,320	\$83.07
Total Tax Rate:		6.9488050943			

Taxes w/Current Exemptions: \$2,621.92  
Taxes w/o Exemptions: \$2,621.92

Improvement / Building

Sketch

No sketches available for this property.

Property Image



7/20/2017, 12:46:47 PM

97665



Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	9120	COMMERCIAL	0.8700	37732.00	0.00	0.00	0.00	\$377,320	\$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2024	N/A	N/A	N/A	N/A	N/A
2023	\$0	\$377,320	\$0	\$377,320	\$377,320
2022	\$0	\$278,915	\$0	\$278,915	\$278,915
2021	\$0	\$249,031	\$0	\$249,031	\$249,031
2020	\$0	\$207,526	\$0	\$207,526	\$207,526
2019	\$0	\$207,526	\$0	\$207,526	\$207,526

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number
1	09/27/2022	QUIT CLAIM	QUIT CLAIM DEED	VICINITY MOTOR (BUS) USA CORP	VICINITY MOTOR PROPERTY LLC			\$0.00	263291	2022-0902346
2	06/28/2021	SWD	STATUTORY WARRANTY DEED	BAYFIELD AT CRANMAY LLC	VICINITY MOTOR (BUS) USA CORP			\$1,753,956.00	250810	2021-0605170

Payout Agreement

No payout information available..

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Whatcom County Assessor & Treasurer

Property Search Results > 190386 VICINITY MOTOR PROPERTY LLC for Year 2023 - 2024

Property

**Account**

Property ID: 190386      Abbreviated Legal Description: LOTS 8-9 PACIFIC FERN BUSINESS PARK  
 GENERAL-SPECIFIC BINDING SITE PLAN AS REC  
 AF 2019-0201524-TOG WI LOT 10 PACIFIC FERN  
 BUSINESS PARK SPECIFIC BINDING SITE PLAN NO  
 1 AS REC AF 2021-0500260-SUBJ TO COVENANT  
 TO BIND PROPERTIES DESC AF 2021-0604481.

Parcel # / Geo ID: 3902280281860000      Agent Code:  
 Type: Real  
 Tax Area: 0200 - FERNDAL E 502 L F7 C6      Land Use Code: 34  
 Open Space: N      DFL: N  
 Historic Property: N      Remodel Property: N  
 Multi-Family Redevelopment: N  
 Township: T39N      Section: 28  
 Range: R02E      Legal Acres: 4.4000

**Location**

Address: 5457 PACIFIC FERN DR      Mapsco:  
 FERNDAL E, WA  
 Neighborhood: 2120027300      Map ID: 2JG\_LABNTY  
 Neighborhood CD: 2120027300

**Owner**

Name: VICINITY MOTOR PROPERTY LLC      Owner ID: 595368  
 Mailing Address: 1200 WESTLAKE AVE N STE 802      % Ownership: 100.0000000000%  
 SEATTLE, WA 98109-3529  
 Exemptions:

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2024 - 121294 (Balance)	\$41247.67	\$14.24	\$0.00	\$0.00	\$41261.91

Total Amount to Pay: \$

\*Convenience Fee not included

Taxes and Assessment Details

Property Tax Information as of 08/05/2024

Amount Due if Paid on:       **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2024	121294	\$41262.06	\$41261.91	\$0.00	\$0.00	\$41262.06	\$41261.91
▶ Statement Details							
2023	121976	\$31535.86	\$31535.73	\$0.00	\$0.00	\$63071.59	\$0.00
▶ Statement Details							
2022	122709	\$3239.60	\$2504.48	\$0.00	\$0.00	\$5744.08	\$0.00

Values

(+) Improvement Homesite Value: + \$0

(+) Improvement Non-Homesite Value:	+	\$10,532,948
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$1,338,946
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0
<hr/>		
(=) Market Value:	=	\$11,871,894
(-) Productivity Loss:	-	\$0
<hr/>		
(=) Subtotal:	=	\$11,871,894
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$11,871,894
<hr/>		
(=) Total Appraised Value:	=	\$11,871,894
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
<hr/>		
(=) Taxable Value:	=	\$11,871,894

Map List

Map No.	Map Area
1	Whole section
2	NE Quarter
3	NW Quarter
4	SW Quarter
5	SE Quarter

Taxing Jurisdiction

Owner: VICINITY MOTOR PROPERTY LLC  
 % Ownership: 100.0000000000%  
 Total Value: \$11,871,894  
 Tax Area: 0200 - FERNDALE 502 L F7 C6

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
CEM006	CEMETERY #6	0.0284448579	\$11,871,894	\$11,871,894	\$337.69
CFL	CONSERVATION FUTURES	0.0229176033	\$11,871,894	\$11,871,894	\$272.08
FCZDL	FLOOD CONTROL ZONE	0.1062853241	\$11,871,894	\$11,871,894	\$1,261.81
FD007BOND	FIRE #7 2019-3 GO BOND	0.0323766722	\$11,871,894	\$11,871,894	\$384.37
FD007EXP	FIRE #7 EXPENSE FUND	0.6998244933	\$11,871,894	\$11,871,894	\$8,308.24
FERN13BOND	CITY OF FERNDALE LIBRARY BOND 13	0.0000000000	\$11,871,894	\$11,871,894	\$0.00
FERNCE	CITY OF FERNDALE CURRENT EXPENSE	0.6112294460	\$11,871,894	\$11,871,894	\$7,256.45
PTBOND	PORT OF BELLINGHAM GO BOND	0.0138689742	\$11,871,894	\$11,871,894	\$164.65
PTGEN	PORT OF BELLINGHAM GENERAL FUND	0.1160034754	\$11,871,894	\$11,871,894	\$1,377.18
PTRDA	PORT OF BELLINGHAM RDA	0.0001746187	\$11,871,894	\$11,871,894	\$2.07
RLIBGEN	RURAL LIBRARY	0.2563593471	\$11,871,894	\$11,871,894	\$3,043.47
SD502B	FERNDALE SCHOOL #502 BOND	0.8404886070	\$11,871,894	\$11,871,894	\$9,978.19
SD502CP	FERNDALE #502 CAPITAL PROJECTS	0.0000000000	\$11,871,894	\$11,871,894	\$0.00
SD502MO	FERNDALE SCHOOL #502 ENRICHMENT	1.1347646598	\$11,871,894	\$11,871,894	\$13,471.81
WA1	STATE SCHOOL PART 1	1.3961238142	\$11,871,894	\$11,871,894	\$16,574.63
WA2	STATE SCHOOL PART 2	0.7493926005	\$11,871,894	\$11,871,894	\$8,896.71
WCCE	COUNTY CURRENT EXPENSE	0.5106850371	\$11,871,894	\$11,871,894	\$6,062.80
WCCI	CHILDRENS INITIATIVE	0.1675359534	\$11,871,894	\$11,871,894	\$1,988.97
WCCT	COUNTY MENTAL HEALTH	0.0124999999	\$11,871,894	\$11,871,894	\$148.40
WCDD	COUNTY DEVELOPMENTAL DISABILITY	0.0124999999	\$11,871,894	\$11,871,894	\$148.40

WCER	COUNTY ELECTION RESERVE	0.0059170783	\$11,871,894	\$11,871,894	\$70.25
WCVR	COUNTY VETERANS RELIEF	0.0112500000	\$11,871,894	\$11,871,894	\$133.56
WCEMS	WHATCOM COUNTY EMS	0.2201625320	\$11,871,894	\$11,871,894	\$2,613.75
	Total Tax Rate:	6.9488050943			
				Taxes w/Current Exemptions:	\$82,495.48
				Taxes w/o Exemptions:	\$82,495.48

200

Improvement / Building

**Improvement #1:** CMCL- MAN/RET/WHSE/OFC LIJ **State Code:** 3441 57173.0 sqft **Value:** \$9,481,971

C-SPRKLR-WET: SEC 14G HVAC: EWH

LIFE EXPECTANCY: 40

Type	Description	Class CD	Sub Class CD	Year Built	Area
MA	Main Area 1	S	G	2022	57173.0
C-MEZZOFFC	COMCL Office Mezz	D	G	2022	1904.0
C-LOAD DOC	COMCL Load Dock Strctr	C	G	2022	1854.0
C-CONCRETE	COMCL Concrete	*	G	2022	2716.0
C-CANOPY	COMCL Canopy	S	G	2022	140.0
C-PKGSP	COMCL Parking Spaces	*	F	2022	44.0
C-ASPHALT	COMCL Asphalt	*	G	2022	15000.0

**Improvement #2:** CMCL- MAN/RET/WHSE/OFC LIJ **State Code:** 3441 5432.0 sqft **Value:** \$1,050,977

C-SPRKLR-WET: SEC 14G HVAC: AC

LIFE EXPECTANCY: 40

Type	Description	Class CD	Sub Class CD	Year Built	Area
MA	Main Area 1	S	G	2022	5432.0
C-LOAD DOC	COMCL Load Dock Strctr	C	G	2022	696.0
C-ASPHALT	COMCL Asphalt	*	G	2022	15000.0

Sketch









Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	3441	MTR VEHICLE	4.3911	191278.00	0.00	0.00	0.00	\$1,338,946	\$0

Ball Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2024	N/A	N/A	N/A	N/A	N/A
2023	\$10,532,948	\$1,338,946	\$0	\$11,871,894	\$11,871,894
2022	\$6,510,404	\$1,194,135	\$0	\$7,704,539	\$7,704,539
2021	\$0	\$641,626	\$0	\$641,626	\$641,626

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number
1	09/27/2022	QUIT CLAIM	QUIT CLAIM DEED	VICINITY MOTOR (BUS) USA CORP	VICINITY MOTOR PROPERTY LLC			\$0.00	263291	2022-0902346

Payout Agreement

No payout information available..

[Account Home](#)

[Taxpayer Home](#)

[My Account](#)

[My Property](#)

[My Documents](#)

Whatcom County, WA	<b>2021-0605170</b>
Total: \$109.50 Pgs=7	
DEED	06/29/2021 02:27 PM
Request of: CHICAGO TITLE BELLINGHAM	
eRecorded by: Simplifile	

**When recorded return to:**  
 Dan Buckle  
 Vicinity Motor (Bus) USA Corp  
 3168 - 262nd Street Aldergrove, BC  
 V4W 2Z6 Canada

Filed for record at the request of:



**CHICAGO TITLE**  
 COMPANY OF WASHINGTON

1835 Barkley Boulevard, Suite 105  
 Bellingham, WA 98226

Escrow No.: 245434034

### STATUTORY WARRANTY DEED

THE GRANTOR(S) Bayfield @ Cranmay, LLC, a Washington limited liability company, who acquired title as Bayfield at Cranmay, LLC

for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration

in hand paid, conveys, and warrants to Vicinity Motor (Bus) USA Corp, a Delaware corporation

the following described real estate, situated in the County of Whatcom, State of Washington:

Parcel A:

Lots 7, 8 and 9, as delineated on Pacific Fern Business Park General and Specific Binding Site Plan, according to the plat thereof, recorded on February 21, 2019, under Auditor's File No. 2019-0201524, records of Whatcom County, Washington.

Situate in Whatcom County, Washington

Parcel B:

Lot 10, as delineated on Pacific Fern Business Park Specific Binding Site Plan No. 1, according to the plat thereof, recorded May 4, 2021, under Auditor's File No. 2021-0500260, records of Whatcom County, Washington.

Situate in Whatcom County, Washington

Abbreviated Legal: (Required if full legal not inserted above.)

**Tax Parcel Number: 390228 028215 0000 / 390228 012193 0000 / 390228 037193 0000**  
**PTN: 390228 060162 0000**

**STATUTORY WARRANTY DEED**  
(continued)

Tax Parcel Number(s): 186598/  
390228 028215 0000, 186599/390228 012193 0000, 186600/390228  
037193 0000, Ptn 186601/390228 060162 0000

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**STATUTORY WARRANTY DEED**  
(continued)

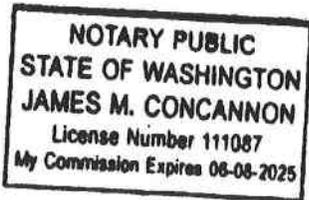
Dated: June 28, 2021

Bayfield @ Cranmay, LLC  
BY: [Signature]  
Rick Faber  
Manager

State of WASHINGTON  
County of WHATCOM

I certify that I know or have satisfactory evidence that Rick Faber is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument, on oath stated that he/~~she~~ was authorized to execute the instrument and acknowledged it as Manager of Bayfield @ Cranmay, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/28/2021  
[Signature]  
Name: JAMES M. CONCANNON  
Notary Public in and for the State of WA  
Residing at: Bellingham, WA  
My appointment expires: 6/3/2025



**EXHIBIT "A"**  
Exceptions

1. Relinquishment of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said Land and the highway or highways to be constructed on lands conveyed by Deed:

To: State of Washington  
 Recorded: Various dates  
 Recording No.: 779758  
 Recording No.: 780790  
 Recording No.: 781872  
 Recording No.: 787929  
 Recording No.: 844194  
 Recording No.: 1102352  
 Recording No.: 1102353  
 Recording No.: 1102361  
 Recording No.: 1105597  
 Affects: Said premises and other property

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Ferndale  
 Purpose: Water & Sewer Mains  
 Recording Date: May 17, 1978  
 Recording No.: 1289081

AMENDED: Recorded: February 21, 2019  
 Recording No: 2019-0201525

3. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: July 25, 1989  
 Lessor: May and Sons, Ltd  
 Lessee: W.G. Van Bebber  
 Recording Date: January 20, 1989  
 Recording No.: 891120081

Assigned by instrument recorded on September 3, 1993 under Auditor's File No. 930903014.

4. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on **SOUTH-FREEWAY-SHORT PLAT:**

**EXHIBIT "A"**Exceptions  
(continued)

Recording No: 1498967

5. Any rights, interests, or claims which may exist or arise by reason of the matters disclosed by survey,

Recording Date: May 11, 1992

Recording No.: 920511055

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on **AMENDMENT TO SOUTH-FREEWAY SHORT PLAT:**

Recording No: 941230111

7. Access and Utility Easement, including the terms, covenants and provisions thereof;

Recording Date: September 16, 1998

Recording No.: 1980901997

8. Settlement Agreement, including the terms, covenants and provisions thereof;

Recording Date: March 24, 2010

Recording No.: 2100302830

9. Lummi Nation Wetland and Habitat Mitigation Bank Credit Transaction Record, including the terms, covenants and provisions thereof;

Recording Date: April 6, 2017

Recording No.: 2017-0400433

10. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Pacific Fern Business Park General and Specific Binding Site Plan:

Recording No: 2019-0201524

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a

**EXHIBIT "A"**Exceptions  
(continued)

document:

Granted to: Puget Sound Energy, Inc.  
 Purpose: Electric Distribution Line Facilities  
 Recording Date: January 22, 2019  
 Recording No.: 2019-0101536  
 Affects: Said premises and other property

12. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 21, 2019  
 Recording No.: 2019-0201526

13. Any unpaid assessments or charges and liability to further assessments or charges, for which a lien may have arisen (or may arise), all as provided for in instrument set forth below:

Imposed by: Pacific Fern Industrial Business Park Association  
 Recording Date: February 21, 2019  
 Recording No.: 2019-0201526

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Ferndale  
 Purpose: Water line  
 Recording Date: November 19, 2019  
 Recording No.: 2019-1102541

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Ferndale  
 Purpose: Sewer  
 Recording Date: May 22, 2020  
 Recording No.: 2020-0502685

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Ferndale  
 Purpose: Water line

**EXHIBIT "A"**Exceptions  
(continued)

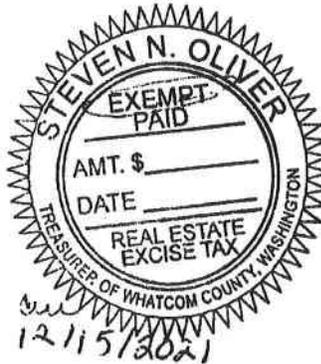
Recording Date: November 30, 2020  
Recording No.: 2020-1105061  
Affects: Portion of said premises

17. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Pacific Fern Business Park Specific Binding Site Plan 1:

Recording No: 2021-0500260

Whatcom County, WA	<b>2021-1202400</b>
Total: \$410.00 Pgs=4	12/15/2021 10:33 AM
AMEA AGR	Request of: PUGET SOUND ENERGY
eRecorded by: Simplifile	

**RETURN ADDRESS:**  
**Puget Sound Energy, Inc.**  
**ATTN: Real Estate/Right-of-Way**  
**1660 Park Lane**  
**Burlington, WA 98233**



**PARTIAL AMENDMENT OF EASEMENT AND CONFIRMATION AGREEMENT**

REFERENCE #: **2019-0101536**  
 GRANTOR (Owner): **VICINITY MOTOR (BUS) USA CORP.**  
 GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
 SHORT LEGAL: **LOT 9, PACIFIC FERN BUSINESS PARK BINDING SITE PLAN**  
**PTN NW ¼, SW ¼, SEC 28, T39N, R02E**  
 ASSESSOR'S PROPERTY TAX PARCEL: **390228 037193 0000 (PID 186600)**

This Amendment of Easement and Confirmation Agreement ("Agreement" herein) is made and entered into this 30th of November, 2021, by and between **VICINITY MOTOR (BUS) USA CORP.**, a Delaware corporation ("Grantor"), and **Puget Sound Energy, Inc.**, a Washington corporation ("PSE").

PSE is the holder of certain perpetual easement rights pursuant to those certain easements (the "Easement") from **Bayfield @ Cranmay, L.L.C.**, dated **January 2, 2019** and recorded under Auditor File Number **2019-0101536**, in the Real Property Records of **Whatcom County, Washington**. The Grantor herein is the present owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof, which is a portion of the property encumbered by said easement. The Grantor herein and PSE wish to clarify certain matters regarding the above mentioned easement as it pertains to the real property described in Exhibit "A".

NOW, THEREFORE, for and in consideration of good and valuable consideration in hand paid, the parties hereto confirm and agree as follows:

Section 1. The Easement, as granted in January 2019, as hereinafter amended, remains in full force and effect.

Section 2. The legal description of the easement area lying only within that portion of property described in said Exhibit "A" is hereby amended as follows:

**EASEMENT AREA No. 1:** AN EASEMENT AREA TEN FEET IN WIDTH, HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

**THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.**

**EASEMENT AREA No. 2:**

**ALL AREAS LOCATED WITHIN A FIVE (5) FOOT PERIMETER OF THE EXTERIOR SURFACE OF ALL GROUND MOUNTED VAULTS AND TRANSFORMERS AS THE SAME ARE NOW CONSTRUCTED, TO BE CONSTRUCTED OR RELOCATED WITHIN THE ABOVE DESCRIBED PROPERTY.**

Section 3. This Agreement shall be binding upon and inure to the benefit of Successors and Assignees of both parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first set forth above.

GRANTOR:

VICINITY MOTOR (BUS) USA CORP., a Delaware corporation

BY: [Signature]

ITS: CEO

STATE OF Washington )  
                                          ) SS  
COUNTY OF Whatcom )

On this 17<sup>th</sup> day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William Trainer, to me known to be the persons who signed as CEO, of VICINITY MOTOR (BUS) USA CORP., the Delaware corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said VICINITY MOTOR (BUS) USA CORP., for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said Delaware corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Karrissa Veldman  
(Signature of Notary)

Karrissa Veldman  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington  
residing at Lynden

My Appointment Expires: 02.11.2025

Notary seal, text and all notations must be inside 1" margins



**Exhibit "A"**

**Lot 9, as delineated on Pacific Fern Business Park General and Specific Binding Site Plan, according to the plat thereof, recorded on February 21, 2019, under Auditor's File No. 2019-0201524, records of Whatcom County, Washington.**

**Situate in Whatcom County, Washington.**

Whatcom County, WA  
Total:\$211.50 Pgs=9  
DEED  
Request of: VICINITY MOTOR PROPERTY LLC

2022-0902346  
09/27/2022 01:29 PM



When recorded return to:  
C/O: David Otto  
Martin Davis, PLLC  
1200 Westlake Ave N, Ste 802  
Seattle, WA 98100

---

QUIT CLAIM DEED

GRANTOR, Vicinity Motor (Bus) USA Corp, a Delaware Corporation  
GRANTEE, Vicinity Motor Property, LLC, a Delaware Corporation

LEGAL DESCRIPTION:

Parcel A:

Lots 7, 8, and 9, as delineated on Pacific Fern Business Park General and Specific Building Site Plan, according to the plat thereof, recorded on February 21, 2019, under Auditor's File No. 2019-0201524, record of Whatcom County, Washington.

Parcel B:

Lot 10, as delineated on Pacific Fern Business Park Specific Binding Site Plan No. 1, according to the plat thereof, recorded May 4, 2021, under Auditor's File No. 2021-0500260, records of Whatcom County, Washington.

Situate in Whatcom County, Washington  
Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 186598/390228 028215 0000, ~~186599/390228 012193 0000,~~  
~~186600/390228 037193 0000,~~ PTN 186601/390228 060162 0000  
190786/390228 020186 0000

A copy of the Deed is included as Exhibit A.

EXCLUSIONS: To be clear, all equipment located in Exhibit B (i) shall be excluded from this Quit Claim Deed, (ii) is not subject to this property transaction, and (iii) shall remain under ownership and/or control of Vicinity Motor (Bus) USA Corp.

SUBJECT TO all easements, restrictions, reservations, and agreements of record.

Property address is commonly known as: 5453 and 5457, Pacific Fern Drive, Ferndale, WA 98248

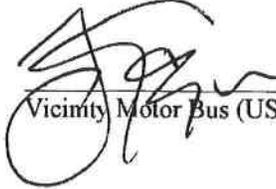
QUIT CLAIM DEED

Martin Davis, PLLC  
1200 Westlake Ave N, Suite 802  
Seattle, WA 98109

THE GRANTOR, Vicinity Motor (Bus) USA Corp, a Delaware Corporation, in and for valuable consideration of 100% ownership interest in Vicinity Motor Property, LLC, a Delaware Corporation, and other good and valuable consideration, does hereby release, convey and quitclaim to Grantee, Vicinity Motor Property, LLC, all of Grantor's right, title and interest, together with all after-acquired title of the Grantor in all of the above-described real estate, but not including any of the excluded items listed in Exhibit B, situated in Whatcom County, State of Washington.

Dated this 27 day of Sept 2022.

Grantor

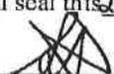
  
Vicinity Motor Bus (USA) Corp<sup>1</sup>

STATE OF Washington )

COUNTY OF Whatcom )

On this day personally appeared before me, John Lagourgue to me known to be the individual described in and who executed the within and foregoing instrument and acknowledge that s/he signed the same as her/his free and voluntarily act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27<sup>th</sup> day of September 2022.

  
Printed Name Shabina Patel  
NOTARY PUBLIC in and for the State of Washington, residing at Blaine.  
My commission expires: 06/12/2023

**SHABINA PATEL - NOTARY PUBLIC  
STATE OF WASHINGTON  
COUNTY OF WHATCOM  
MY COMMISSION EXPIRES JUNE 12 2023  
LICENSE NUMBER 19110378**

<sup>1</sup> The Board Resolution establishing authority to sign is included as Exhibit C.

EXHIBIT "A"

When recorded return to:  
Dan Buckle  
Vicinity Motor (Bus) USA Corp  
3168 - 262nd Street Aldergrove, BC  
V4W 2Z6 Canada

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

1835 Barkley Boulevard, Suite 105  
Bellingham, WA 98226

Escrow No.: 245434034

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) Bayfield @ Cranmay, LLC, a Washington limited liability company, who acquired title as Bayfield at Cranmay, LLC

for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration

in hand paid, conveys, and warrants to Vicinity Motor (Bus) USA Corp, a Delaware corporation

the following described real estate, situated in the County of Whatcom, State of Washington:

Parcel A:

Lots 7, 8 and 9, as delineated on Pacific Fern Business Park General and Specific Binding Site Plan, according to the plat thereof, recorded on February 21, 2019, under Auditor's File No. 2019-0201524, records of Whatcom County, Washington.

Situate in Whatcom County, Washington

Parcel B:

Lot 10, as delineated on Pacific Fern Business Park Specific Binding Site Plan No. 1, according to the plat thereof, recorded May 4, 2021, under Auditor's File No. 2021-0500260, records of Whatcom County, Washington.

Situate in Whatcom County, Washington

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number: 390228 028215 0000 / 390228 012193 0000 / 390228 037193 0000  
PTN: 390228 060162 0000

**STATUTORY WARRANTY DEED**  
(continued)

Tax Parcel Number(s): 186598/  
390228 028215 0000, 186599/390228 012193 0000, 186600/390228  
037193 0000, Ptn 186601/390228 060162 0000

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**STATUTORY WARRANTY DEED**  
(continued)

Dated: June 28, 2021

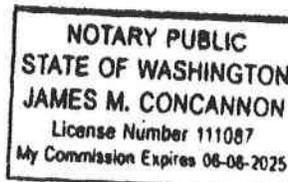
Bayfield @ Cranmay, LLC

BY: [Signature]  
Rick Faber  
Manager

State of WASHINGTON  
County of WHATCOM

I certify that I know or have satisfactory evidence that Rick Faber is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Manager of Bayfield @ Cranmay, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/28/2021  
[Signature]  
Name: JAMES M. CONCANNON  
Notary Public in and for the State of WA  
Residing at: Bellingham, WA  
My appointment expires: 6/8/2025



## MAJOR EQUIPMENTS

Major Equipment	Function/Description	Supplier	Order Status	Delivery date
Crane	They are used for loading and unloading, moving materials, lifting Bus Body and other heavy components, or feeding raw materials. The two main reasons for installing an overhead crane are efficiency and safety.	Washington Crane & Hoist	Completed	Installation Completed
Paint Booth	A paint booth is a large, contained environment equipped with exhaust fans and filters to make commercial spray painting safer and cleaner Mainly used for Bus Body & FRP parts	Zpar International LLC	Completed	Installation completed
Wheel Alignment	A wheel alignment machine employs diagnostic systems that are used to measure the toe, camber, caster, and ride height. A front-end alignment machine is used to align the directions of the wheel so that the vehicle points in a straight line, used at the end of the line.	Wheeler's Equipment Company and Services	Completed	Aug
HD Racks	Heavy Duty Rack are efficient and allow storing more products within a limited available space. Their marvellous quality, strength and finish make them last for years. Due to their dimensional accuracy, these Heavy Duty Racks also named as Warehouse Rack balance of the load and manage products adequately.	Northwest Handling Systems Inc.	Completed	Aug
Major Equipment	Function/Description	Supplier	Order Status	Delivery date

EXHIBIT 'A'

Plant Networking and Security System (Servers, Systems & Camera's and Remote Monitoring Systems)	Network Security is vital in protecting organization data and information, keeping shared data secure and ensuring reliable access and network performance as well as protection from cyber threats Surveillance Systems are installed within and outside the building to monitor pant activities 24x7	NW Technology	Completed	Aug-Sep
Mobile Lift	Rotary's MCH mobile column lift gives the power and mobility to make the repairs anywhere in your shop Used for Lifting the vehicles as shown in stations to the required height to fit the components	Keller Equipment Supply Ltd	Completed	July -Aug
Material Handling Equipment's	Material handling equipment (MHE) is mechanical equipment used for the movement, storage, control, and protection of materials, goods and products throughout the process of manufacturing, distribution, consumption, and disposal	Toyota lift Northwest	In progress	June-Dec
ERP Software	Enterprise resource planning (ERP) is software designed to help companies store, manage, and use data regarding their daily and regular processes.	Travera	In progress	
Quality Gate Software	Digital Building inspection software streamlines to perform powerful site inspections and reports. Field Inspection mobile app that simplifies inspections as well as used for traceability of Quality Issues in the line as well as in the field it is also used to monitor production process in Plant as well as at manufacturing partner	Aindex	Completed	September
<b>Major Equipment</b>	<b>Function/Description</b>	<b>Supplier</b>	<b>Order Status</b>	<b>Delivery date</b>

Tools, Fixtures, Trolleys, Calibration Equipment, Guages and all other miscellaneous Items	All line side fixtures, storage racks and torque tightening tools both pneumatic and battery operated torque wrenches	Multiple Suppliers	Yet to Start	
Bus Line Andon & OEE System	Andon is a system that quickly alerts operators about a problem on the line. This immediate alert allows the problem to be addressed on the spot so that the assembly line can return to normal operation	3Phase Electric and Controls LLC	Yet to Start	
Manufacturing PDM System	Product data management (PDM) is a system for managing design data and engineering processes in one central location. Manufacturing Engineering teams use PDM software to organize product-related information, track revisions, collaborate, manage change orders, generate Bills of Materials (BOMs), and Preparation of Process Sheets	Siemens	Yet to Start	

EXHIBIT "C"

**WRITTEN CONSENT TO ACTION BY DIRECTORS  
IN LIEU OF A SPECIAL MEETING  
OF VICINITY MOTOR (BUS) USA CORP.**

Pursuant to Section 141(f) of the General Corporation Law of Delaware, the undersigned, constituting the entire board of directors (the "Board") of Vicinity Motor (Bus) USA Corp., a Delaware corporation (the "Company"), hereby take the following action and adopt the following resolution by unanimous written consent without a meeting (the "Written Consent"):

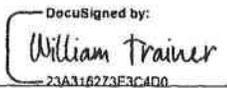
**WHEREAS**, The Company owns certain real estate (the "Real Estate") described in the quitclaim deed (the "Deed") attached as **Exhibit A** and the Company desires to transfer the Real Estate to Vicinity Motor Property, LLC, Delaware limited liability company, (the "LLC") in return for 100% ownership interest in the LLC; and

**WHEREAS**, the Board has determined and deems it to be in the best interests of the Company to grant signing authority to John LaGourgue, an officer of the Company, to sign the Deed.

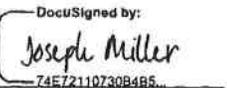
**NOW THEREFORE, BE IT RESOLVED**, that the Board hereby authorizes and empowers John LaGourgue to act on behalf of the Company in transferring the Real Estate to the LLC and to execute, endorse and deliver in the name of and on behalf of the Company the Deed to transfer the ownership of the Real Estate.

**THEREFORE**, the undersigned, collectively authorized, empowered, and directed in the name and on behalf of the Company to take any and all actions reasonably necessary or appropriate to carry out the intent of the above Written Consent, hereby ratify, confirm and execute this Written Consent as of the date set forth below.

**DIRECTORS:**

By:  23A316273E3C4D0

Print Name: William Trainer  
Date: 9/26/2022

By:  74E72110730B485

Print Name: Joseph Miller  
Date: 9/26/2022



Upon recording, please return to:

City of Ferndale  
Attn: Public Works Department  
P O Box 936  
Ferndale, Washington 98248



DOCUMENT TITLE: WATER EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: AF# 2019-0201524

GRANTOR: VICINITY MOTOR PROPERTY LLC

GRANTEES: CITY OF FERNDAL

ADD'L PARTIES: N/A

ABBREVIATED LEGAL DESCRIPTION:

PORTION OF THE NW<sup>1</sup>/<sub>4</sub> OF SW<sup>1</sup>/<sub>4</sub>, SEC 28, TWP 39 N, R2E

ADDITIONAL DESCRIPTION ON PAGES OF DOCUMENT pg. 6

ASSESSOR'S TAX PARCEL NUMBERS:

390228 028215 0000  
390228 028186 0000

NUMBER OF PAGES INCLUDING THIS COVER SHEET: 7

RECITALS:

A. VICINITY MOTOR PROPERTY LLC ("Grantor"), hereby grants, conveys, and reserves an easement for ingress, egress, and utilities ("Easement") over and across a portion of the real property legally described in the attached Exhibit "A". The legal description of the easement is attached as Exhibit "B" and is shown on the map attached as Exhibit "B-2" ("Easement Area").

B. This Easement shall be for the benefit of the City of Ferndale ("City") and the owners of LOTS 7-10 PAL FERN SBSP, recorded under Whatcom County Auditor's File No. 2019-0201524 ("Owners").  
2021-0500260

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. Scope of Easement. This Easement is granted to the City for the purpose of installing, constructing, operating, maintaining, improving, removing, repairing, replacing and using Water mains (utility), together with all connections and appurtenances thereto (the "Facility"), together with the right of ingress to and egress from that property for the foregoing purposes. This Easement is also granted to the Owners for purpose of ingress and egress.

2. Obligation to Repair. The City shall, if either the property or Easement Area is damaged by the installation, construction, operation, improvement, maintenance, removal, repair, replacement or use of the Facility, restore the surface of the property or Easement Area as nearly as possible to the condition in which it existed at the commencement of said installation, construction, operation, improvement, maintenance, removal, repair, replacement, use or other disturbance. In the event that the City of Ferndale is required to repair or otherwise maintain utilities within the Easement Area, the City shall be responsible for completing the repairs and backfilling any excavation(s) with crushed gravel or similar material, in order to re-establish a temporary drivable surface until such time as a permanent improvement shall be put in place by and at the expense of the Legal property owner within a reasonable time frame as agreed to by the City.

3. No Interference. Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the Easement Area or on Grantor's property which would disturb or damage the City's Facility, unearth or undermine the City's Facility or endanger the lateral support to the City's Facility.

4. Additional Area. The Grantor herein grants to the City, and to those acting under the direction or control of the City, the use of such additional area immediately adjacent to the Easement Area necessary for the installation, construction, operation, maintenance, improvement, removal, repair or replacement of the Facility, together with, the right to utilize adjoining lands belonging to the owner for the purpose of ingress to and egress; provided that such additional area shall be held to a minimum and returned to its original state by the City.

5. Hold Harmless for Work on Facility. The City shall hold harmless, save and indemnify the Owners and Grantor and their members, employees and agents (collectively "Agents") from all liability, losses and damages of any kind resulting directly or indirectly from the actions or omissions of the City, or the City's Agents acting in the course of required or periodic maintenance of the Easement Area under the terms of this Easement, except losses and damages resulting solely from the negligent acts of the Owners or Grantor or its Agents; provided, however, that this hold harmless provision shall not apply to Grantor's negligence, or to any damage or injury resulting from a violation of Paragraph 3 herein.





**"EXHIBIT A"**

**LEGAL DESCRIPTION OF BURDENED PROPERTY**

**LOTS 7, 8, AND 9** OF

"PACIFIC FERN BUSINESS PARK GENERAL AND SPECIFIC BINDING SITE PLAN"  
AS RECORDED UNDER AUDITOR'S FILE NUMBER 2019-0201524, RECORDS OF  
WHATCOM COUNTY, WASHINGTON;

ALSO **LOT 10** OF

"PACIFIC FERN BUSINESS PARK SPECIFIC BINDING SITE PLAN NO. 1"  
AS RECORDED UNDER AUDITOR'S FILE NUMBER 2021-0500260, RECORDS OF  
WHATCOM COUNTY, WASHINGTON;

ALL OF WHICH BEING WITHIN A PORTION OF THE NORTHWEST QUARTER OF  
THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 2  
EAST OF THE W.M., CITY OF FERNDALE, WHATCOM COUNTY, WASHINGTON;

**"EXHIBIT B"**

**LEGAL DESCRIPTION  
OF  
WATER EASEMENT**

AN EASEMENT FOR WATERLINE PURPOSES WITHIN A PORTION OF "PACIFIC FERN BUSINESS PARK GENERAL AND SPECIFIC BINDING SITE PLAN" AS RECORDED UNDER AUDITOR'S FILE NUMBER 2019-0201524, RECORDS OF WHATCOM COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 2 EAST OF THE W.M., WHATCOM COUNTY, WASHINGTON; EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE ALONG THE WEST LINE OF SAID GENERAL AND SPECIFIC BINDING SITE PLAN SOUTH 01°10'58" WEST A DISTANCE OF 803.83 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID GENERAL & SPECIFIC BINDING SITE PLAN; THENCE DEPARTING SAID WEST LINE SOUTH 88°49'02" EAST A DISTANCE OF 522.69 FEET TO THE WESTERLY MARGIN OF A 40-FOOT WATER & SEWER EASEMENT RECORDED UNDER A.F. NO. 2019-0201525; THENCE ALONG SAID WESTERLY EASEMENT LINE NORTH 33°49'42" WEST A DISTANCE OF 15.79 FEET TO REFERENCE POINT 'A' AND **POINT OF BEGINNING:**

THENCE CONTINUING NORTH 33°49'42" WEST A DISTANCE OF 24.13 FEET;  
THENCE DEPARTING SAID WEST EASEMENT LINE SOUTH 50°06'58" WEST A DISTANCE OF 16.54 FEET;  
THENCE NORTH 88°53'01" WEST A DISTANCE OF 134.03 FEET;  
THENCE NORTH 01°08'31" EAST A DISTANCE OF 18.02 FEET;  
THENCE NORTH 88°51'29" WEST A DISTANCE OF 24.00 FEET;  
THENCE SOUTH 01°08'31" WEST A DISTANCE OF 18.03 FEET;  
THENCE NORTH 88°53'01" WEST A DISTANCE OF 22.65 FEET;  
THENCE NORTH 43°49'47" WEST A DISTANCE OF 36.70 FEET;  
THENCE NORTH 88°50'27" WEST A DISTANCE OF 179.90 FEET;  
THENCE SOUTH 46°15'02" WEST A DISTANCE OF 64.36 FEET;  
THENCE SOUTH 43°44'58" EAST A DISTANCE OF 24.00 FEET;  
THENCE NORTH 46°15'02" EAST A DISTANCE OF 54.45 FEET;  
THENCE SOUTH 88°50'27" EAST A DISTANCE OF 160.04 FEET;  
THENCE SOUTH 43°49'47" EAST A DISTANCE OF 36.71 FEET;  
THENCE SOUTH 88°53'01" EAST A DISTANCE OF 199.61 FEET;  
THENCE NORTH 50°06'58" EAST A DISTANCE OF 22.97 FEET TO REFERENCE POINT 'A' AND THE **POINT OF BEGINNING.**

THENCE CONTINUING FROM REFERENCE POINT 'A' NORTH 33°49'42" WEST A DISTANCE OF 72.16 FEET;  
THENCE NORTH 26°46'37" WEST A DISTANCE OF 154.63 FEET; THENCE SOUTH 63°13'23" WEST A DISTANCE OF 13.00 FEET TO REFERENCE POINT 'B' AND THE **POINT OF BEGINNING:**  
THENCE NORTH 26°46'37" WEST A DISTANCE OF 27.17 FEET;  
THENCE NORTH 88°48'48" WEST A DISTANCE OF 231.53 FEET;  
THENCE SOUTH 01°11'12" WEST A DISTANCE OF 24.00 FEET;  
THENCE SOUTH 88°48'48" EAST A DISTANCE OF 244.27 FEET TO REFERENCE POINT 'B' AND THE **POINT OF BEGINNING.**

SITUATE IN WHATCOM COUNTY, WASHINGTON.  
REFERENCE POINT 'A' AREA CONTAINING 11,856 SQ. FT.  
REFERENCE POINT 'B' AREA CONTAINING 5,710 SQ. FT.

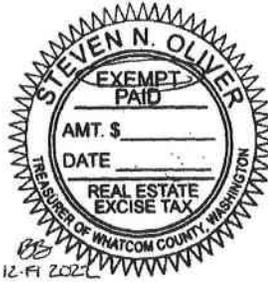






Upon recording, please return to:

City of Ferndale  
Attn: Planning Department  
P O Box 936  
Ferndale, Washington 98248



DOCUMENT TITLE: SEWER EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: AF#2020-0502685

GRANTOR: VICINITY MOTOR PROPERTY LLC,

GRANTEES: CITY OF FERNDAL

ADD'L PARTIES: N/A

ABBREVIATED LEGAL DESCRIPTION:

PORTION OF THE NW 1/4 OF THE SW 1/4, SEC 28, TWP 39 N, R2E

ADDITIONAL DESCRIPTION ON PAGES 4/5 OF DOCUMENT

ASSESSOR'S TAX PARCEL NUMBERS:

390228 028215 0000

390228 028186 0000

NUMBER OF PAGES INCLUDING THIS COVER SHEET: 6

**NOTE:** THE SEWER EASEMENT CREATED HEREIN REPLACES AND SUPERCEDES THAT PREVIOUS SEWER EASEMENT AS RECORDED UNDER WHATCOM COUNTY ADUDITOR'S FILE NO. 2020-0502685. THE RECORDING OF THIS EASEMENT WILL AUTOMATICALLY VOID AND EXTINGUISH SAID PREVIOUS SEWER EASEMENT.

**UTILITY EASEMENT  
CITY OF FERNDALE, WASHINGTON**

THE UNDERSIGNED, VICINITY MOTOR PROPERTY, LLC Grantor(s), heirs, successors and assigns (hereinafter together referred to as "Grantor"), for the purpose of providing utility service to Grantor's property, hereby convey and grant to The City of Ferndale, its successors and assigns (hereinafter referred to as the "City"), from the following described property:

Township 79N Range 2E Section 28

Assessor's Parcel number 390228 - 028215 0000  
390228 - 028186 0000

Legal Description of the Property: *(May be attached as Exhibit A)*

A permanent easement over, across, along, in, upon and under the following described portion of the above-described property:

Legal Description of the Easement: *(May be attached as Exhibit B with a drawing as B-2)*

The City shall have the right, without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property or easement and adjoining property owned by Grantor and its assigns and successors for the purpose of installing, constructing, operating, maintaining, improving, removing, repairing, replacing and using (sewer) mains, together with all connections and appurtenances thereto (the "Facility"), together with the right of ingress to and egress from that property for the foregoing purposes.

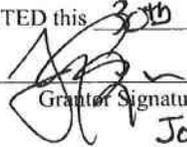
The Grantors, by executing this Easement, and the City, by accepting and recording this Easement, do hereby mutually covenant and agree as follows:

1. The City shall, if either the property or easement is disturbed by the installation, construction, operation, improvement, maintenance, removal, repair, replacement or use of the Facility, restore the surface of the property or easement as nearly as possible to the condition in which it existed at the commencement of said installation, construction, operation, improvement, maintenance, removal, repair, replacement, use or other disturbance.
2. The City shall protect and save harmless Grantor from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property suffered by Grantor, or by any persons, firms, or corporations, because of the maintenance of the Facility; provided, however, that this hold harmless provision shall not apply to Grantor's negligence, or to any damage or injury resulting from a violation of Paragraph 5 herein.
3. The Grantor warrants that the Grantor has good title to the above property and warrants the City title to, and quiet enjoyment of, the easement conveyed hereby.
4. All right, title and interest which may be used and enjoyed without interfering with the easement rights conveyed are reserved to the Grantor. The construction, installation or maintenance, after the date of this easement document, of structures of a permanent nature
  - (1) Within the above-described permanent easement, or
  - (2) Outside the aforementioned easements, but intruding into the easements so as to interfere with maintenance and repair of the Facility shall be deemed an encroachment upon the easement rights and as to such structures the provisions of Paragraphs 1 and 2 shall not apply; and, further, Grantor shall be obligated to remove the encroachments at Grantor's expense.
5. Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the easement or on Grantor's property which would disturb or damage the City's Facility, unearth or undermine the City's Facility or endanger the lateral support to the City's Facility.
6. The Grantor herein grants to the City, and to those acting under the direction or control of the City, the use of such additional area immediately adjacent to the easement necessary for the installation, construction, operation, maintenance, improvement, removal, repair or replacement of the Facility, together with the right to utilize adjoining lands belonging to the owner for the purpose of ingress to and egress; provided that such additional area shall be held to a minimum and returned to its original state by the City.

7. Should either party hereto, or their heirs or assigns, institute suit to enforce any covenant or right granted herein, the prevailing party shall recover its costs of litigation, including a reasonable attorney's fee.

8. The covenants contained herein are intended to and shall run with the land and shall benefit and bind the parties and their respective heirs, successors and assigns.

DATED this 30th day of November, 2022.

  
\_\_\_\_\_  
Grantor Signature

**JOHN LAGOURGUE**

\_\_\_\_\_  
Grantor Signature

STATE OF WASHINGTON) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that John Lagourgue is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 11/30/22



NAME:   
(Print Name) Leana D. Smith  
Notary Public in and for the State of  
Washington, residing at Custer, WA  
Commission Expires 6/23/26

\_\_\_\_\_  
City Signature (Public Works Director)

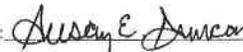
  
\_\_\_\_\_  
City Signature (Mayor)

STATE OF WASHINGTON) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that Greg Hansen is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 12/15/2022



NAME:   
(Print Name) Susan E. Duncan  
Notary Public in and for the State of  
Washington, residing at Ferndale  
Commission Expires 04/30/2025

**"EXHIBIT A"****LEGAL DESCRIPTION OF BURDENED PROPERTY****LOTS 7, 8, AND 9** OF

"PACIFIC FERN BUSINESS PARK GENERAL AND SPECIFIC BINDING SITE PLAN"  
AS RECORDED UNDER AUDITOR'S FILE NUMBER 2019-0201524, RECORDS OF  
WHATCOM COUNTY, WASHINGTON;

ALSO **LOT 10** OF

"PACIFIC FERN BUSINESS PARK SPECIFIC BINDING SITE PLAN NO. 1"  
AS RECORDED UNDER AUDITOR'S FILE NUMBER 2021-0500260, RECORDS OF  
WHATCOM COUNTY, WASHINGTON;

ALL OF WHICH BEING WITHIN A PORTION OF THE NORTHWEST QUARTER OF  
THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 2  
EAST OF THE W.M., CITY OF FERNDAL, WHATCOM COUNTY, WASHINGTON;

**"EXHIBIT B"****LEGAL DESCRIPTION  
OF  
SEWER EASEMENT**

AN EASEMENT FOR SEWER PURPOSES WITHIN A PORTION OF "PACIFIC FERN BUSINESS PARK GENERAL AND SPECIFIC BINDING SITE PLAN" AS RECORDED UNDER AUDITOR'S FILE NUMBER 2019-0201524, RECORDS OF WHATCOM COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 2 EAST OF THE W.M., WHATCOM COUNTY, WASHINGTON; EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE ALONG THE WEST LINE OF SAID GENERAL AND SPECIFIC BINDING SITE PLAN SOUTH 01°10'58" WEST A DISTANCE OF 803.83 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID GENERAL & SPECIFIC BINDING SITE PLAN; THENCE DEPARTING SAID WEST LINE SOUTH 88°49'02" EAST A DISTANCE OF 522.69 FEET TO THE WESTERLY MARGIN OF A 40-FOOT WATER & SEWER EASEMENT RECORDED UNDER A.F. NO. 2019-0201525; THENCE ALONG SAID WESTERLY EASEMENT LINE NORTH 33°49'42" WEST A DISTANCE OF 12.21 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 33°49'42" WEST A DISTANCE OF 24.42 FEET;

THENCE DEPARTING SAID WEST EASEMENT LINE NORTH 88°49'02" WEST A DISTANCE OF 37.78 FEET;

THENCE NORTH 01°10'58" EAST A DISTANCE OF 48.83 FEET;

THENCE NORTH 26°46'37" WEST A DISTANCE OF 186.99 FEET;

THENCE NORTH 88°49'02" WEST A DISTANCE OF 170.17 FEET;

THENCE SOUTH 01°10'58" WEST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 88°49'02" EAST A DISTANCE OF 158.15 FEET;

THENCE SOUTH 26°46'37" EAST A DISTANCE OF 169.99 FEET;

THENCE SOUTH 01°10'58" WEST A DISTANCE OF 43.85 FEET;

THENCE NORTH 88°49'02" WEST A DISTANCE OF 240.51 FEET;

THENCE SOUTH 01°10'58" WEST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 88°49'02" EAST A DISTANCE OF 312.31 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

CONTAINING 13,886 SQ. FT.



**NOTE:** THE SEWER EASEMENT CREATED HEREIN REPLACES AND SUPERCEDES THAT PREVIOUS SEWER EASEMENT AS RECORDED UNDER WHATCOM COUNTY ADUDITOR'S FILE NO. 2020-0502685. THE RECORDING OF THIS EASEMENT WILL AUTOMATICALLY VOID AND EXTINGUISH SAID PREVIOUS SEWER EASEMENT.

**POWERTEK SURVEYING**

(360) 746.8801

#5426 BARRETT ROAD #104  
 FERNDALE, WA 98248  
 WWW.POWERTEK.NET

POINT OF COMMENCEMENT

29 28

S01°10'58"W  
 803.83'

LOT 8

LOT 7

PACIFIC FERN BUSINESS PARK  
 GENERAL & SPECIFIC  
 BINDING SITE PLAN  
 AF#2019-0201524  
 AF#2021-0500260

LOT 9

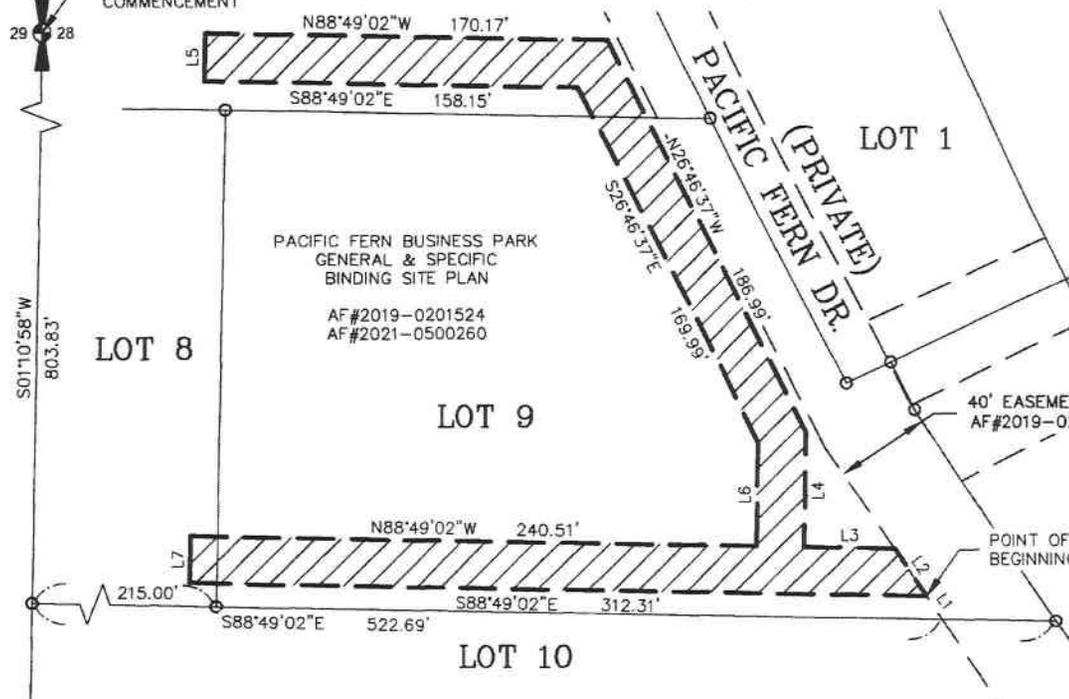
LOT 10

PACIFIC FERN DR.  
 (PRIVATE)

LOT 1

40' EASEMENT SEE  
 AF#2019-0201525

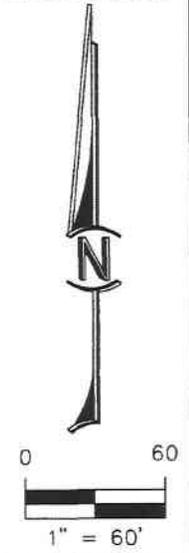
POINT OF BEGINNING



**EXHIBIT 'B-2'**

SITUATE IN A PORTION OF NW 1/4, SW 1/4 SECTION 28,  
 TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M.  
 WHATCOM COUNTY, WASHINGTON

L1	N33°49'42"W	12.21'
L2	N33°49'42"W	24.42'
L3	N88°49'02"W	37.78'
L4	N01°10'58"E	48.83'
L5	S01°10'58"W	20.00'
L6	S01°10'58"W	43.85'
L7	S01°10'58"W	20.00'



20' SEWER EASEMENT		
DRAWN BY: JVD	DATE: 10/21/2022	JOB NO.: 2020_502g
REVIEWED BY: JVD	SCALE: 1" = 60'	SHEET: 1 OF 1

Whatcom County, WA	<b>2023-0400318</b>
Total: \$627.50 Pgs=17	04/06/2023 01:42 PM
D/T ALSE UCC	Request of: CHICAGO TITLE BELLINGHAM
eRecorded by: Simplifile	

**RETURN ADDRESS:**

Ryan, Swanson & Cleveland, PLLC  
Attn: Paul Meier, Esq.  
1201 Third Avenue, Suite 3400  
Seattle, Washington 98101

*CTC 245453940*

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING**

*(for use in the State of Washington only)*

GRANTOR:	VICINITY MOTOR PROPERTY, LLC
GRANTEE:	ROYAL BANK OF CANADA
ABBREVIATED LEGAL DESCRIPTION:	Lot(s): 7, 8 and 9 Pacific Fern Business Park General - SBSP; & Lot 10, Pacific Fern Business Park Specific Binding Site Plan No. 1 (See page 17 for full legal description)
ASSESSOR'S TAX PARCEL NOS.:	186598 / 390228 028215 0000; 190386 / 390228 028186 0000

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this "**Deed of Trust**") is made and effective as of April 3, 2023, by VICINITY MOTOR PROPERTY, LLC, a Delaware limited liability company ("**Grantor**"), whose mailing address is 3168 262 Street, Aldergrove, British Columbia, V4W 2Z6, to CHICAGO TITLE INSURANCE COMPANY ("**Trustee**"), as trustee, whose mailing address is 1835 Barkley Boulevard, Suite 105, Bellingham, Washington, 98226, for the benefit of ROYAL BANK OF CANADA and its affiliates, successors, and assigns ("**Lender**"), as beneficiary and secured party, whose mailing address is 200 Bay Street, 30<sup>th</sup> Floor, South Tower, Toronto, Ontario, M5J 2J5.

**RECITALS**

A. Pursuant to that certain Amended and Restated Loan Agreement of even date herewith (the "**Loan Agreement**") by and among Lender, Vicinity Motor (Bus) Corp. ("**Borrower**"), Grantor, and certain other parties thereto, as may be amended, restated, supplemented, modified, varied, renewed, or replaced from time to time (the "**Loan Agreement**"), Lender may provide one or more loan facilities to Borrower (collectively, the "**Loans**").

B. As a condition to Lender providing the Loans to Borrower pursuant to the Loan Agreement, Grantor is required to enter into that certain Guaranty of even date herewith (the "**Guaranty**") in favor of Lender to guarantee the repayment of the Loans.

C. As a further condition to Lender providing the Loans to Borrower pursuant to the Loan Agreement, Grantor is required to enter into this Deed of Trust to secure Grantor's obligations under the Guaranty.

### AGREEMENT

NOW, THEREFORE, intending to be legally bound, Grantor, in consideration of the matters described in the foregoing Recitals, which Recitals are incorporated herein and made a part hereof, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, hereby covenants and agrees for the benefit of Lender and its successors, indorsees, transferees, participants, and assigns as follows, which agreements shall, to the extent permitted by law, be deemed to run with the land:

1. Grant of Security. Grantor does hereby irrevocably GRANT, TRANSFER, CONVEY, AND ASSIGN TO TRUSTEE, IN TRUST, WITH POWER OF SALE, and to its successors and assigns forever, that portion of the Property described below which is properly classified as real property under Washington law, and to Lender, and to its affiliates, successors, and assigns forever, all of the Property described below which is properly classified as personal property under Washington law. Any reference herein to the "**Property**" shall be deemed to include the following: (1) that certain real property situated in Whatcom County, Washington, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference, (2) all the estate, title, interest, and rights of Grantor in and to such real property and all buildings and improvements of every kind and description now or hereafter placed upon such real property or any part thereof, (3) all heretofore or hereafter vacated alleys and streets abutting such real property, (4) all fixtures and equipment of Grantor, regardless of their character as personal property, now or hereafter on or used in connection with such real property, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and all machinery, appliances, fixtures, and equipment of every type, nature, and description now or hereafter on or used in connection with such real property, all of which furniture, fixtures, and equipment of Grantor shall be deemed to be a part of the real property and covered by the lien hereof, and (5) all of the rents, profits, and leases thereof and the tenements, hereditaments, easements, privileges and appurtenances thereto.

TO HAVE AND TO HOLD the Property, with all of the tenements, hereditaments, easements, appurtenances, and other rights and privileges thereunto belonging or in any manner now or hereafter appertaining thereto, for the use and benefit of Lender upon the conditions hereinafter set forth.

Pursuant to Revised Article 9 of the Uniform Commercial Code (RCW Chapter 62A.9A), Grantor, as the debtor, grants Lender, as the secured party, a security interest in that portion of the Property which is properly classified as personal property under Washington law to secure the Secured Obligations (as defined below). This Deed of Trust also constitutes a financing statement filed as a fixture filing pursuant to Revised Article 9 of the Uniform Commercial Code (RCW 62A.9A-502(c)).

2. Secured Obligations. This Deed of Trust secures the following (collectively, the “**Secured Obligations**”):

(a). all obligations of Grantor under the Guaranty, which include the full and prompt payment of the principal of and interest on the Loans (including any and all future extensions, renewals, modifications, replacements, and substitutions thereof) when due, whether at stated maturity, upon acceleration, or otherwise, and at all times thereafter, and the full and prompt payment of all sums which may now be or may hereafter become due and owing under the Loan Agreement, this Deed of Trust, and any and all other documents evidencing or securing the Loans (collectively, the “**Loan Documents**”); and

(b). the due and punctual performance and observance of all of Grantor’s present and future obligations to Lender, including without limitation the obligations arising hereunder or under the Loan Documents.

Notwithstanding the foregoing or anything to the contrary, the Secured Obligations shall not include any obligations arising under or in connection with that certain Environmental Indemnity Agreement of even date herewith executed by Grantor in favor of Lender.

3. Representations, Warranties, and Agreements. Grantor represents and warrants to Lender and agrees that:

(a). at the time of the execution and delivery of this Deed of Trust, Grantor is well and truly seized of the Property in fee simple, free of all easements, liens, and encumbrances whatsoever, except as those referenced in the title insurance policy accepted by Lender or otherwise approved by Lender in writing, and Grantor will forever warrant and defend the same against any and all other claims whatsoever, and the lien created hereby is and will be kept as a lien upon the Property and every part thereof, subject only to the encumbrances permitted herein;

(b). upon request, Grantor shall provide Lender with certificates of occupancy (if applicable) and such other documents, information, and statements pertaining to the Property and its operations as Lender may reasonably request;

(c). the Property is not used principally for agricultural purposes (as the term “agricultural purposes” is used in RCW 61.24.030(2)); and

(d). this Deed of Trust is not granted to secure an obligation incurred primarily for personal, family, or household purposes, and that this Deed of Trust secures a "commercial loan" as defined in RCW Chapter 61.24.

4. Taxes, Assessments, and Insurance Premiums. Grantor shall perform the following:

(a). pay all taxes, assessments, and other charges and encumbrances levied on the Property, before any penalty for nonpayment attaches thereto;

(b). pay when due all taxes, assessments, and other charges and encumbrances that may be levied upon or on account of this Deed of Trust or the indebtedness secured hereby or upon the interest or estate in the Property created or represented by this Deed of Trust, whether levied against Lender or otherwise. In the event payment by Grantor of any tax referred to in the foregoing sentence would result in the payment of interest in excess of the rate permitted by law, then Grantor shall have no obligation to pay the portion of such tax which would result in the payment of such excess;

(c). keep the Property continuously insured against loss by fire, windstorm, and other hazards, casualties, and contingencies, in such amounts and for such periods as may be required from time to time by Lender. All insurance shall be carried in companies approved by Lender and the policies and renewals thereof shall be held by, and pledged to, Lender (unless Lender shall direct or permit otherwise) as additional security hereunder, and shall have attached thereto a mortgagee clause acceptable to Lender, making all loss or losses under such policies payable to Lender, its affiliates, successors, and assigns, as its or their interest may appear. In the event of loss or damage to the Property, Grantor shall give immediate notice in writing to Lender, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss, to the extent of the indebtedness hereby secured, directly to Lender instead of to Grantor and Lender jointly, and the insurance proceeds or any part thereof may be applied by Lender toward reimbursement of all costs and expenses of Lender in collecting such proceeds, and the balance, at Lender's option, to the indebtedness due or to become due under the Loans, to fulfill any other covenant herein, or any other obligation of Grantor to Lender, to the restoration or repair of the property damaged, or released to Grantor. In the event Lender releases such proceeds to Grantor, Grantor shall be obligated to use such proceeds to restore or repair the Property unless Lender otherwise specifies in writing. Application by Lender of any insurance proceeds toward payment of any principal and interest due or to become due under the Loans shall not excuse Borrower or Grantor from its obligations to ensure that regularly scheduled payments are made due thereunder, nor shall such application extend or reduce the amount of such payments; and

(d). in the event of foreclosure of this Deed of Trust or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title, and

interest of Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee. Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, in Grantor's name, to file all proofs of claim, to negotiate, accept, and endorse all settlements, to assign and transfer all insurance policies and proceeds to a purchaser upon foreclosure of this Deed of Trust, and to otherwise deal in all respects with all insurance carriers with respect to any and all insurance carried or required hereby to be carried by Grantor with respect to the Property of any portion thereof.

If Grantor fails to timely pay or perform any obligation set forth above in this Section 4, Lender, in its sole discretion, may (but in no event shall be obligated to), at Grantor's expense, pay and perform such obligation, and all sums advanced by Lender for such purposes shall be deemed to have been advanced pursuant to Section 9 of this Deed of Trust.

5. Repairs, Modifications, and Waste. Grantor will abstain from and will not suffer the commission of waste on the Property and will keep the buildings, improvements, fixtures, equipment, and appliances now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Failure by Grantor to pay taxes and/or assessments assessed against the Property, when any installment thereof is due, or any insurance premium upon policies covering the Property or any part thereof, shall, without limitation, constitute waste, and shall entitle Lender to all remedies provided for by law. Grantor further agrees to and does hereby consent to the appointment of a receiver, should Lender elect to seek such relief. Grantor shall make no alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so, without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor will comply promptly with all laws, ordinances, regulations, and orders of all public authorities having jurisdiction over the Property relating to the use, occupancy, and maintenance thereof, and shall upon request promptly submit to Lender evidence of such compliance. Nothing herein shall be deemed to prohibit Grantor from contesting the enforceability or applicability of any law, ordinance, regulation, or order; provided, however, that Lender, in its sole discretion, may require that Grantor comply with any such law, ordinance, regulation, or order during the pendency of any such contest and all appeals therefrom. Lender may at any time and from time to time upon notice and during regular business hours, unless Lender, in its sole discretion, deems that entry is required on a more immediate basis, enter or cause entry to be made upon the Property. If the Property, in the sole judgment of Lender, requires inspection, repair, care, or attention of any kind or nature not theretofore given by Grantor, Lender shall provide Grantor with prior written notice of the required inspection, repair, care, or attention and a reasonable designated period of time in which Grantor shall have an opportunity to cure the problem. If uncured at the end of this period and Lender, in its sole discretion, deems the required inspection, repair, care, or attention needs immediate attention, Lender may (but in no event shall be obligated to), at Grantor's expense, inspect, repair, and/or maintain the same as Lender deems necessary or advisable, and all sums advanced by Lender for such purposes shall be deemed to have been advanced pursuant to Section 9 of this Deed of Trust. Grantor will not permit the Property or

any portion thereof to be used for any unlawful purpose. No underground storage tanks shall be installed on the Property. No building or other improvement on any part of the Property shall be removed, demolished, or altered without the prior written consent of Lender, except that Grantor shall have the right, without such consent, to remove and dispose of, free from the lien of this Deed of Trust, such personalty and equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal, any such equipment shall be replaced with other new equipment of like kind and quality, free from any security interest, lien, or encumbrance, and by such removal and replacement, Grantor shall be deemed to have subjected the replacement equipment to the lien of this Deed of Trust.

6. Due on Sale. Grantor shall not convey any of its interest in the Property or any portion thereof without the prior written consent of Lender. If Grantor should convey its interest in the Property or any portion thereof, Lender shall have the right, at its sole option, thereafter to declare all sums secured hereby and then unpaid to be immediately due and payable, together with any prepayment charge, and thereupon to exercise all of its rights and remedies for an Event of Default (as defined below) under this Deed of Trust. For purposes hereof, a "conveyance" of Grantor's interest in the Property shall include, without limitation (a) any voluntary or involuntary disposition (by operation of law or otherwise) of legal or beneficial title to the Property by whatever means, (b) any voluntary or involuntary disposition (by operation of law or otherwise) of legal or beneficial title to controlling interests in Grantor, and (c) any change in the ownership of Grantor or any arrangement by which Grantor (and/or its owners as of the date hereof) divests itself of the degree of control it currently exercises or may exercise over the decisions affecting the ownership and operation of the Property.

Subject to the restrictions set forth in this Section, if ownership of the Property or any part thereof become vested in a person or persons other than Grantor, Lender may, without notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and the Loans, without in any way releasing, discharging, or otherwise affecting Grantor's liability hereunder or thereunder. No sale of the Property, and no forbearance or extension by Lender, shall in any way whatever operate to release, discharge, or otherwise affect the lien of this Deed of Trust or the liability of Grantor hereunder.

7. No Other Financing. Grantor has not and will not, without the prior written consent of Lender, mortgage or pledge the Property or any part thereof as security for any other loans or indebtedness of Grantor. If any such mortgage or pledge is entered into without the prior written consent of Lender, the entire indebtedness secured hereby may, at the option of Lender, be declared immediately due and payable without notice. Further, Grantor also shall pay any and all other obligations, liabilities, or debts which may become liens, security interests, or encumbrances upon or charges against the Property for any repairs or improvements that are now or may hereafter be made thereon, and shall not, without Lender's prior written consent, permit any lien, security interest, encumbrance, or charge of any kind to accrue and remain outstanding against the Property or any part thereof, or any improvements

thereon, irrespective of whether such lien, security interest, encumbrance, or charge is junior to the lien of this Deed of Trust; provided, however, that Grantor is permitted to contest in good faith any claimed charge for a repair or improvement which may become a lien against the Property, but only if Grantor prevents any liens from attaching to the Property in connection with such claimed charges, by complying with the requirements of RCW 60.04.161 (or such successor statutes). Notwithstanding the foregoing, if any personal property by way of additions, replacements, or substitutions is hereafter purchased and installed, affixed, or placed by Grantor on the Property under a security agreement the lien or title of which is superior to the lien created by this Deed of Trust, all the right, title, and interest of Grantor in and to any deposits or payments made thereon by Grantor, shall nevertheless be and are hereby assigned to Lender and are covered by the lien of this Deed of Trust.

8. Default. Any one of the following acts or occurrences shall constitute an event of default (“**Event of Default**”) under this Deed of Trust and shall entitle Lender to exercise any one or any combination of the remedies available to Lender under Section 9 below:

(a). any default by Borrower or Grantor under any Loan Document, including this Deed of Trust, which remains uncured after the expiration of any applicable notice and cure periods, and if a specific cure period is not specified then (i) if the default relates to the payment of money Grantor will have ten (10) days from receipt of Lender’s written notice to cure such default; and (ii) if the default does not relate to the payment of money, Grantor will have thirty (30) days from the earlier of its receipt of Lender’s notice to cure such default or Grantor having actual knowledge of the default; or

(b). Grantor shall fail to pay any of its indebtedness to any other person or entity beyond any period of grace provided with respect thereto; or if Grantor fails to perform or observe any other agreement, term, or condition contained in any document evidencing or securing such indebtedness, or in any agreement or instrument under which any such indebtedness was issued or created, beyond any such period of grace, which failure materially affects its financial condition or its ability to perform or to comply with its obligations hereunder; or

(c). if Grantor shall, due to its inability to do so, generally not pay Grantor’s debts as they become due, or shall admit in writing Grantor’s inability to pay its debts generally, or shall make a general assignment for the benefit of creditors or shall institute any proceeding or voluntary case seeking to adjudicate it as bankrupt or insolvent or seeking adjustment, protection, relief, or composition of Grantor’s debts under any law relating to bankruptcy or relief or protection of debtors or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for Grantor or for any substantial part of Grantor’s property; or any proceeding shall be instituted against Grantor seeking to adjudicate it as bankrupt or seeking adjustment, protection, relief, or composition of Grantor’s debts under any law relating to bankruptcy or relief or protection of debtors or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian, or

other similar official for Grantor or for any substantial part of Grantor's property, and, if such proceeding is being contested by Grantor in good faith, such proceeding shall remain undismissed or unstayed for a period of sixty (60) days; or

(d). upon any sale or other transfer or disposition of all or substantially all of Grantor's assets, or any merger, consolidation, or other reorganization of Grantor; or

(e). if Lender otherwise deems itself insecure, in its reasonable discretion.

9. Remedies. Upon the occurrence of an Event of Default, to the maximum extent permitted by law, Lender shall immediately have the option without further notice, except as may be required by law, in addition to and not in lieu of or substitution for, all other rights and remedies provided herein or at law or in equity, to do all or any of the following:

(a). Lender may, at its option and without notice to or demand upon Grantor, independently, concurrently, or successively exercise any one or more of the following rights and remedies: (i) declare any or all of the Secured Obligations immediately due and payable, (ii) bring a court action to enforce its rights and remedies, (iii) judicially foreclose this Deed of Trust as a mortgage, (iv) nonjudicially foreclose this Deed of Trust under the power of sale, (v) exercise its rights with respect to the leases and the rents of the Property pursuant to this Deed of Trust, and/or (vi) exercise any other rights and remedies provided in this Deed of Trust and under any other Loan Document, or available at law or equity. Without limiting the generality of the foregoing, to the extent permitted by RCW 61.24.100 or otherwise permitted by law, Lender may seek and obtain a deficiency judgment following the completion of a trustee's sale of all or part of the Property.

(b). Advance such sums as Lender, in its sole discretion, deems necessary to cure the default. In making any such advance, Lender shall be entitled to rely upon the genuineness and accuracy of any demand, document, claim, statement, or invoice presented to Lender, and Lender shall be under no duty whatsoever to independently investigate or confirm the genuineness or accuracy of, or any other fact pertaining to, the demand, document, claim, statement, or invoice so presented. Repayment of all monies so advanced by Lender shall be secured hereby and shall constitute a further lien upon the Property, payable upon demand with interest from the date of each advance to the date of payment at the highest default rate for the Loans under the Loan Documents or, if less, the highest rate permitted by law (the "**Default Rate**"). Lender shall in no event be obligated to make any advance to or for the benefit of Grantor and no advance by Lender shall cure Grantor's default nor preclude Lender from foreclosing this Deed of Trust or from exercising any other right or remedy available to Lender on account of such default.

(c). For any sale under the power of sale granted by this Deed of Trust, Trustee shall record and give all notices required by law, after which the Property may be sold upon such terms and conditions as may be specified by Lender and permitted by applicable law. Trustee may postpone any sale by public announcement at the time and place designated

for the sale. If the Property includes separate lots or parcels, Lender may designate their order of sale or elect to sell them as a whole. Any personal property may be sold separately or as a whole at the same time and place as a sale of any real property or at different times and places. Grantor and the holder of any subordinate lien on any portion of the Property waive any right to require the marshaling of assets or to otherwise direct the order in which any of the Property is sold. Trustee shall be acting as the agent of Lender if directed to sell any personal property. Upon any sale, Trustee shall execute and deliver to the purchaser a deed or bill of sale conveying the Property sold, without any covenant or warranty, express or implied. The recitals in the Trustee's deed indicating that the sale was conducted in compliance with all the requirements of law shall be presumptive evidence of compliance.

(d). With respect to any personal property, Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code and all other rights and remedies provided in this Deed of Trust and any other Loan Document. In exercising its remedies, Lender may proceed against the real property and personal property separately or together and in any order whatsoever. The personal property may be sold at any one or more public or private sales as permitted by applicable law. Lender shall give Grantor ten (10) days' prior written notice of the time and place of any public or private sale of the personal property, which notice Grantor agrees is commercially reasonable.

(e). Grantor shall pay on demand all of Lender's and Trustee's costs and expenses incurred in administering and enforcing this Deed of Trust, collecting any amounts payable under this Deed of Trust, and realizing on the Property and any other collateral securing any portion of the Secured Obligations, including legal and other professional fees, foreclosure costs and title charges, together with interest from the date of payment at the Default Rate.

(f). Except as otherwise required by law, the proceeds of any sale under this Deed of Trust shall be applied against the Secured Obligations in such order of priority as Lender shall determine in its sole discretion.

(g). If the Property is sold at a judicial foreclosure sale, the purchaser may make such repairs or alterations to the Property as the purchaser deems appropriate in its sole discretion for the proper operation, care, preservation, and protection of the Property. To the extent permitted by law, the costs of the repairs or alterations, together with interest from the date of payment at the Default Rate, shall be added to and become a part of the amount required to be paid upon any redemption.

(h). Except as otherwise specifically provided in this Deed of Trust or the other Loan Documents, any prepayment premium required under the Loans shall be payable by Grantor upon any voluntary or involuntary payment of principal before the original due date under the Loans. Without limiting the generality of the foregoing, Grantor expressly agrees that any principal payment made after an Event of Default shall constitute a prepayment requiring payment of the prepayment premium notwithstanding an acceleration of

the Loans by Lender. The debt owing to Lender at the time of any judicial or nonjudicial foreclosure sale of the Property shall include the prepayment premium calculated on the principal balance owing on the date of sale.

(i). Every right and remedy provided in this Deed of Trust and any other Loan Document, or by law or equity, shall be distinct and cumulative to all other rights or remedies, and may be exercised concurrently, independently, or successively in any order whatsoever, without regard to the adequacy of Lender's security. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of the right or remedy, and no waiver by Lender of any particular default shall constitute a waiver of any other default in the future. The exercise of any right or remedy shall not constitute a cure or waiver of any Event of Default or otherwise prejudice Lender of any of its other rights or remedies.

(j). To the extent the Deed of Trust Act of the State of Washington (RCW Chapter 61.24, as now existing or hereafter amended) or other statute requires that the "fair market value" or "fair value" of the Property be determined as of the foreclosure date in order to enforce a deficiency against Grantor or any other party liable for repayment of the obligations secured by this Deed of Trust, the term "fair market value" or "fair value" shall include those matters required by law and shall also include the additional factors set forth below:

(1). The Property shall be valued "AS IS" and "WITH ALL FAULTS" and there shall be no assumption of restoration or refurbishment of improvements, if any, after the date of the foreclosure; and

(2). An offset to the fair market value or fair value of the Property, as determined hereunder, shall be made by deducting from such value the reasonable estimated closing costs relating to the sale of the Property, including but not limited to brokerage commissions, title policy expenses, tax prorations, escrow fees, and other common charges which are incurred by a seller of property.

Grantor shall pay the costs of any appraisals and other expenses incurred in connection with any such determination of fair market value and/or fair value.

10. Condemnation. In the event the Property or any part thereof is taken under the power of eminent domain, the entire award or payment in lieu of condemnation, to the full extent of the indebtedness secured hereby, shall be paid to Lender and applied toward reimbursement of all of Lender's costs and expenses incurred in connection with collecting such award or payment, and all or any portion of the balance, at Lender's option, to the indebtedness due or to become due under the Loans, to satisfy any other Secured Obligation, or to repair or restore the Property. Lender is hereby empowered in the name of Grantor to receive, and give acquittance for, any such award or payment, whether it is joint or several; provided, however, that Lender shall not be held responsible for failure to collect any such

award or payment, regardless of the cause of such failure. Application by Lender of any condemnation proceeds toward payment of any principal and interest due or to become due under the Loans shall not excuse Borrower or Grantor from making any regularly scheduled payments due thereunder, nor shall such application extend or reduce the amount of such payments.

11. Assignment of Rents, Income, and Profits. As additional security for the due and punctual performance and observance of the Secured Obligations, Grantor assigns, transfers, and sets over unto Lender, for security purposes pursuant to RCW 7.28.230, all the rents, issues, profits, and income under all leases or occupancy agreements or arrangements, however evidenced or denominated, upon or affecting the Property (including any extensions, amendments, or renewals thereof), whether such rents, issues, profits, and income are due or are to become due, including all such leases in existence or coming into existence during the period this Deed of Trust is in effect. This Deed of Trust shall run with the land and be good and valid as against Grantor and those claiming by, under, or through Grantor, from the date of recording of this Deed of Trust. This Deed of Trust shall continue to be operative during the foreclosure or any other proceedings taken to enforce this Deed of Trust. In the event of a foreclosure sale which results in a deficiency, this Deed of Trust shall stand as security during the redemption period for the payment of such deficiency. This Deed of Trust is given as collateral security only and does not and shall not be construed as obligating Lender to perform any of the covenants or undertakings required to be performed by Grantor in any leases.

Prior to any Event of Default, Grantor shall have a license to collect and receive all rents, issues, profits, and income, for the benefit of Lender and Grantor. Grantor shall apply the rents first to the payment of taxes, assessments, and other charges on the Property; second to the costs of insurance, maintenance, and repairs required under this Deed of Trust; third to the costs of discharging the obligations of Grantor under any leases; and fourth to the Secured Obligations then due and payable, with the balance, if any, for the account of Grantor. Upon Lender's delivery of written notice to Grantor of an Event of Default stating that Lender is exercising its rights to the rents, and without the necessity of Lender or a receiver taking control of the Property, Grantor shall pay to Lender all rents then held or subsequently collected by Grantor, and direct each tenant to pay all future rents to Lender. Grantor appoints Lender as Grantor's attorney-in-fact to make such direction to tenants upon Grantor's failure to do so. Grantor agrees that all payments made to Lender by any tenant shall be in full discharge of the tenant's obligations to Grantor.

After any Event of Default, Grantor appoints Lender as Grantor's attorney-in-fact to take full control of the Property and perform all acts necessary and appropriate for the operation and maintenance of the Property, including (i) the execution, enforcement, cancellation, or modification of any lease, (ii) the collection of rents, (iii) the removal and eviction of tenants, (iv) the making of alterations and repairs to the Property, and (v) the execution and termination of contracts providing for management or maintenance of the Property, all on such terms as Lender deems appropriate in its sole discretion to protect the

security of this Deed of Trust. After any Event of Default, Grantor agrees that Lender shall be entitled to the appointment of a receiver, regardless of the adequacy of Lender's security. Grantor waives any right to notice of any application for a receiver, it being intended that Lender may seek the appointment of a receiver ex parte. The receiver shall serve without bond and may be Lender or an employee or agent of Lender. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by receivers, all the rights and powers granted to Lender in this Section. Lender or the receiver shall receive a reasonable fee for managing the Property. Entry upon and taking possession by a receiver other than Lender shall not constitute possession by Lender, and Lender shall not be a "mortgagee in possession" before its actual entry upon and taking possession of the Property. Lender shall not be liable to Grantor, anyone claiming under or through Grantor, or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Section.

All rents collected after the delivery of written notice to Grantor of an Event of Default shall be applied first to the costs of managing the Property and collecting the rents, including attorneys' fees, receiver's fees and costs, costs of maintenance and repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and the costs of discharging the obligations of Grantor under the leases. All remaining rents shall be applied to the other Secured Obligations in such order of priority as Lender may determine in its sole discretion. To the extent the costs of managing the Property, collecting the rents and discharging the obligations of Grantor under the leases exceed the rents collected, the excess costs shall be payable by Grantor upon demand, together with interest from the date of payment at the Default Rate.

Lender shall at no time have any obligation whatsoever to attempt to collect rent from any tenant or occupier of the Property notwithstanding that such tenants and occupiers may not be paying rent to either Grantor or Lender. Further, Lender shall at no time have any obligation whatsoever to enforce any other obligations owed by tenants or occupiers of the Property to Grantor.

Grantor shall at no time collect advance rent under any lease upon, affecting, or pertaining to the Property or any part thereof in excess of one (1) month (other than as a security deposit) and Lender shall not be bound in any respect by any rent prepayment made or received in violation of the terms hereof.

Grantor shall not amend, terminate, or otherwise dispose of any lease, or enter into any new lease after the date hereof, of all or any portion of the Property without Lender's prior written consent.

Grantor expressly covenants and agrees that if any lessee under any lease heretofore or hereafter entered into by Grantor with respect to the Property, shall fail to perform and fulfill any term, covenant, condition, or provision in such leases on its part to be performed or fulfilled, at the times and in the manner in said lease provided, or if Grantor

shall suffer or permit to occur any breach or default under the provisions of any such lease and such failure, breach, or default shall continue for five (5) days without Grantor commencing and pursuing in good faith and with due diligence its available remedies under the lease, if commercially reasonable under the circumstances, then, and in any such event, such failure to act by Grantor shall constitute an Event of Default hereunder and at the option of Lender, and without notice to Grantor, all unpaid indebtedness secured by this Deed of Trust shall become immediately due and payable.

12. Attorneys' Fees and Expenses. Grantor shall reimburse Lender for all costs, including reasonable attorneys' fees, incurred by Lender in enforcing any of its rights or remedies on account of a default and/or an Event of Default under this Deed of Trust. Grantor shall reimburse Lender for all costs, including reasonable attorneys' fees, incurred by Lender in case Lender becomes a party, either as plaintiff or defendant, to any legal proceedings in relation to the Property or the lien granted hereby. Payment of such sums shall be secured hereby and shall be payable upon demand with interest from the date of each advance to the date of payment at the Default Rate.

13. Additional Documents and Security Agreement. Grantor shall execute, acknowledge, and deliver any and all such further conveyances, documents, mortgages, and assurances as Lender may reasonably require for accomplishing the purposes hereof, including financing statements required by Lender to protect its interest under the provisions of the Washington Uniform Commercial Code, as amended, forthwith upon the written request of Lender. Upon any failure of Grantor to do so after written request, Lender may execute, record, file, rerecord, and refile any and all such documents for and in the name of Grantor, and Grantor hereby irrevocably appoints Lender as agent and attorney-in-fact of Grantor for the foregoing purposes. This instrument is intended by the parties to be, and shall be construed as, a security agreement, as that term is defined and used in Revised Article 9 of the Washington Uniform Commercial Code, as amended, and shall grant to Lender a security interest in that portion of the Property with respect to which a security interest can be granted under Revised Article 9 of the Washington Uniform Commercial Code, as amended, which security interest shall also include a security interest in all tangible and intangible personal property, including without limitation, to the extent of Grantor's present or future interest and subject to the limitations set forth in Section 14 below, all licenses, permits, and general intangibles now or hereafter located upon the Property, or related to or used or usable in connection with any present or future operation upon such property, and a security interest in the proceeds of all insurance policies now or hereafter covering all or any part of such collateral.

14. Other Contracts. Grantor hereby assigns to Lender, as further security for the indebtedness secured hereby, Grantor's interest in all agreements, contracts (including contracts for the lease or sale of the Property or any portion thereof), licenses, and permits affecting the Property. Such assignment shall not be construed as a consent by Lender to any agreement, contract, license, or permit so assigned, or to impose upon Lender any obligations with respect thereto. Grantor shall not cancel or amend any of the agreements, contracts,

licenses, and permits hereby assigned (nor permit any of the same to terminate if they are necessary or desirable for the operation of the Property) without first obtaining, on each occasion, the written approval of Lender. This Section shall not be applicable to any agreement, contract, license, or permit that terminates if it is assigned without the consent of any party thereto (other than Grantor) or issuer thereof, unless such consent has been obtained or this Deed of Trust is ratified by such party or issuer; nor shall this Section be construed as a present assignment of any contract, license, or permit that Grantor is required by law to hold in order to operate the Property for the purposes intended.

15. Notices. Any demand, notice, or other communication required to be given to either party shall be in writing and shall be deemed given on the date of delivery if delivered by courier; or five (5) days after mailing, if mailed first-class mail, postage prepaid, return receipt requested; or one (1) day after delivery by the sender to an overnight delivery service charges prepaid, return receipt requested, to the following addresses, as applicable. The notice addresses for the parties are as follows:

If to Debtor:	Vicinity Motor Property, LLC 3168 262 Street Aldergrove, British Columbia V4W 2Z6
If to Secured Party:	Royal Bank of Canada 200 Bay Street 30 <sup>th</sup> Floor, South Tower Toronto, Ontario M5J 2J5

Either party may change its address by written notice to the other.

16. Successors and Assigns. All of the covenants and conditions hereof shall run with the land and shall be binding upon the successors and assigns of Grantor, and shall inure to the benefit of the affiliates, successors, and assigns of Lender.

17. No Waiver. No waiver by Lender of any right or remedy granted hereunder shall affect or extend to any other right or remedy of Lender hereunder, nor affect the subsequent exercise of the same right or remedy by Lender for any further or subsequent default by Grantor hereunder, and all such rights and remedies of Lender hereunder are cumulative. Time is of the essence.

18. Governing Law; Jurisdiction and Venue. This Deed of Trust shall for all purposes be governed by and construed and enforced in accordance with the laws of the State of Washington, without reference to its principles of conflicts of laws. Any action or proceeding brought to enforce the provisions of this Deed of Trust shall be brought in a state or federal court of competent subject matter jurisdiction located within Whatcom County in the State of Washington, and Debtor hereby consents to the personal jurisdiction of and venue in those courts.

19. Severance. In the event any provision herein should be held unenforceable by a court of competent jurisdiction, such court is hereby authorized to amend such provision so that it will be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being affected, impaired, or invalidated thereby in any way.

20. Lender's Rights. Without affecting the liability of any person for payment or performance of the Secured Obligations, and without affecting the priority of the lien of this Deed of Trust, Lender may (i) extend the time for payment of the Secured Obligations, (ii) release anyone liable on the Secured Obligations, (iii) accept a renewal note or notes for the Secured Obligations, (iv) modify the terms and time of payment of the Secured Obligations, (v) release the lien of this Deed of Trust on any part of the Property, (vi) take or release other collateral for the Secured Obligations, (vii) consent to the making of any map or plan of the Property, the granting of any easement over the Property or the creation of any restriction on the Property, or (viii) join in any subordination or other agreement affecting the lien of this Deed of Trust.

21. Limited Agent. In every instance in this Deed of Trust where Grantor has appointed Lender as its attorney-in-fact, if such appointment is not enforceable under applicable law, such appointment is automatically deemed an appointment by Grantor of Lender as its limited agent, for the limited purposes stated therein.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Deed of Trust has been duly executed by the undersigned the day and year first above written.

**GRANTOR:** VICINITY MOTOR PROPERTY, LLC,  
a Delaware limited liability company

By [Signature]

Name: Daniel Buckle

Title: Chief Financial officers

Province British Columbia, Canada  
STATE OF British Columbia, Canada

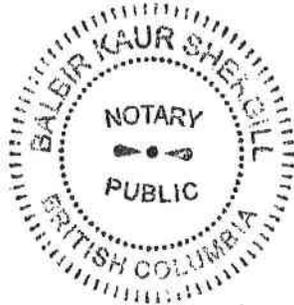
COUNTY OF Westminster ) ss.

I certify that I ~~know or~~ <sup>(B)</sup> have satisfactory evidence that Daniel Rex Buckle is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Chief Financial Officer of VICINITY MOTOR PROPERTY, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3 day of April, 2023.

BALBIR KAUR SHERGILL  
Notary Public in and for  
the Province of British Columbia  
170-20728 Willoughby Town Centre Dr.  
Langley, B.C. V2Y 0P3  
T: 604-371-3200

[Signature]  
Name of Notary  
NOTARY PUBLIC in and for the province  
of British Columbia  
residing at Langley British Columbia  
My Appointment Expires PERMANENT COMMISSION



**EXHIBIT A**  
**Legal Description**

For APN/Parcel ID(s): 186598 / 390228 028215 0000, 190386 / 390228  
028186 0000

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Parcel A:

Lot 7, as delineated on Pacific Fern Business Park General and Specific Binding Site Plan, according to the plat thereof, recorded on February 21, 2019, under Auditor's File No. 2019-0201524, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

Parcel B:

Lots 8 and 9, as delineated on Pacific Fern Business Park General and Specific Binding Site Plan, according to the plat thereof, recorded on February 21, 2019, under Auditor's File No. 2019-0201524, records of Whatcom County, Washington;

Together with,

Lot 10, as delineated on Pacific Fern Business Park Specific Binding Site Plan No. 1, according to the plat thereof, recorded May 4, 2021, under Auditor's File No. 2021-0500260, records of Whatcom County, Washington;

Situate in Whatcom County, Washington.

This is **Exhibit "L"** referred to in the affidavit of Chelsea Denton sworn before me at Vancouver, British Columbia this 16 day of October 2024.



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A Commissioner for taking Affidavits  
For British Columbia

No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

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

RESPONDENTS

**CONSENT**

FTI Consulting Canada Inc. hereby consents to its appointment as court-appointed receiver and receiver and manager of all of the assets, undertakings, and properties of Vicinity Motor (Bus) Corp., Vicinity Motor Corp., Vicinity Motor (USA) Corp., and Vicinity Motor Property, LLC., including all proceeds, if so appointed by this Honourable Court.

DATED at the City of Vancouver, Province of British Columbia, this 16 day of October, 2024.

FTI Consulting Canada Inc.

Per:

DocuSigned by:

*Tom Powell*

21024340A9E1102

Name: Tom Powell

Title: Senior Managing Director