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7 Attorneys for FTI Consulting Canada Inc.,  
Foreign Representative  
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10 UNITED STATES BANKRUPTCY COURT  
11 WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

12 In re  
13 VICINITY MOTOR CORP., *et al.*,<sup>1</sup>  
14 Debtors in a Foreign Proceeding.  
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17  
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Lead Case No. 24-12675-TWD

*Jointly Administered with:*  
Case No. 24-12677-TWD;  
Case No. 24-12678-TWD; and  
Case No. 24-12679-TWD

**DECLARATION OF TOM POWELL  
IN SUPPORT OF MOTION TO  
APPROVE VESTING ORDER AND  
SALE OF CERTAIN ASSETS FREE  
AND CLEAR OF LIENS, CLAIMS,  
ENCUMBRANCES, AND OTHER  
INTERESTS**

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

21 1. I am Senior Managing Director of FTI Consulting Canada Inc., the receiver (the  
22 “Receiver”) appointed in the Canadian insolvency proceeding of Vicinity Motor Corp., Vicinity  
23 Motor (Bus) Corp., Vicinity Motor (Bus) USA Corp., and Vicinity Motor Property, LLC  
24 (collectively, the “Debtors”), *In the Matter of the Receivership of Vicinity Motor (Bus) Corp., et*  
25

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

DECLARATION OF TOM POWELL - 1


BALLARD SPAHR LLP  
1420 FIFTH AVENUE, SUITE 4200  
P.O. BOX 91302  
SEATTLE, WASHINGTON 98111-9402  
206.223.7000 FAX: 206.223.7107

1 April 22, 2025.

2 5. The Receiver is aware of two non-debtor entities that hold security interests in the  
3 Assets: Royal Bank of Canada ("RBC"), and Economic Development Canada ("EDC").

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

6 EXECUTED: April 11, 2024

7   
8 Tom Powell  
9 Senior Managing Director  
10 FTI Consulting Canada Inc.  
11 701 West Georgia Street  
12 Suite 1450, PO Box 10089  
13 Vancouver, British Columbia V7Y 1B6  
14 Canada  
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DECLARATION OF TOM POWELL - 3

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COURT FILE NUMBER S-247082  
VANCOUVER REGISTRY  
ESTATE NO. 11-254685

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

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

**FIRST REPORT OF THE RECEIVER**

**APRIL 4, 2025**



## INTRODUCTION

1. On October 21, 2024 (the “**Receivership Date**”), FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) of all of the assets, undertakings and property (the “**Property**”) of Vicinity Motor Corp., Vicinity Motor (Bus) Corp., Vicinity Motor (Bus) USA Corp., and Vicinity Motor Property, LLC (collectively, the “**Debtors**”), pursuant to an Order of the Supreme Court of British Columbia (the “**Receivership Order**”).
2. On October 24, 2024, the Debtors filed for relief under Chapter 15 of the U.S. Bankruptcy Code. The cases are jointly administered under Lead Case No. 24-12675. On November 24, 2024 the Honorable Timothy W. Dore in the U.S. Bankruptcy Court for the District of Washington at Seattle granted, among other relief, an order recognizing the receivership proceedings in Canada as a foreign main proceeding and recognizing and giving effect to the Receivership Order in the US.
3. The Property includes, among other things, real estate located in Ferndale, Washington, US and electric vehicle inventory in both the US and Canada. The Debtors’ principal business is the manufacturing of electric vehicles.
4. The Receivership Order authorizes the Receiver to, among other things, take possession of and exercise control over the Property and sell the Property or any parts thereof out of the ordinary course of business subject to approval of this Honourable Court, as necessary.
5. Concurrently with filing this first report of the Receiver (the “**First Report**”), the Receiver intends to file a notice of application for the following orders:
  - a. an order (the “**Approval and Vesting Order**”) approving the auction agreement, dated April 3, 2025 (the “**Auction Agreement**”) between the Receiver and

## **TERMS OF REFERENCE**

8. In preparing this First Report, the Receiver has relied upon audited and unaudited financial information, other information available to the Receiver and, where appropriate, the Debtors' books and records and discussions with various parties (collectively, the "Information").
9. Except as described in this First Report:
  - a. the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook; and
  - b. the Receiver has not examined or reviewed financial forecasts and projections referred to in this First Report in a manner that would comply with the procedures described in the Canadian Institute of Chartered Accountants Handbook.
10. Future-oriented financial information reported or relied on in preparing this First Report is based on assumptions regarding future events. Actual results may vary from forecasts and such variances may be material.
11. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

## **RECEIVER'S ACTIVITIES**

12. The Receiver's initial activities since the Receivership Date include the following:
  - a. engaging Accurate Effective Bailiffs Ltd. to assist the Receiver with operational matters, including initial and ongoing security matters;

1. preparing this First Report.

## **SUMMARY OF THE MARKETING PROCESS**

13. The Receiver conducted the Marketing Process to solicit offers to purchase the Debtors' right, title and interest in and to approximately 290 electric vehicles and other miscellaneous assets across four locations.

14. Highlights of the Marketing Process are as follows:

- a. the Receiver prepared an Invitation for Offers to Purchase (the "**Teaser Letter**") summarizing the background of the Debtors, an overview of the Marketed Assets and the details of the terms, conditions, and timeline for the offer process (copy attached as Appendix "**A**");
- b. the Receiver set up an electronic data room (the "**Data Room**") which included, among other things:
  - i. an asset information package with detailed asset listings by site, sale terms and conditions, and an official form of offer;
  - ii. photos of the assets available for sale; and
  - iii. a description of the intellectual property available for sale;
- c. the Receiver instructed legal counsel to draft a form of confidentiality agreement ("**NDA**");
- d. the Receiver prepared a list of potential purchasers sourced from market research and previous customers of the Debtors, in addition to any party contacting the Receiver. The list comprised both strategics and auctioneers / asset purchasers;

- i. the overall expected range of recoveries from the proposals.
16. Ultimately, the Receiver, in consultation with RBC, evaluated the offers received and selected the Auction Agreement submitted by McDougall, subject to the Court's approval.
17. The Receiver and McDougall then negotiated and executed the Auction Agreement. A copy of the redacted Auction Agreement is attached as Appendix "B" to this First Report. An un-redacted Auction Agreement is included in the Confidential Supplement (the "**Confidential Supplement**") to the First Report, to be filed under seal due to the commercially sensitive nature of the information contained therein.

## **AUCTION AGREEMENT**

18. The Receiver is of the view that disclosure of the financial terms of the Auction Agreement may be detrimental to the realization process or jeopardize the value that could be obtained from the sale of the Marketed Assets and is therefore seeking a Sealing Order in relation to the Confidential Supplement.
19. The sales process contemplated by the Auction Agreement will require McDougall to set up, catalogue, and photograph the assets to post online in advance of the auction. McDougall may be entitled to move any of the Marketed Assets between the premises with the consent of the Receiver. McDougall will have a limited viewing period for prospective purchasers to inspect and view the Marketed Assets. McDougall will widely advertise the Marketed Assets through a multi-platform marketing strategy. The auction will be scheduled to close by the end of May 2025.
20. The Receiver is of the view that the Auction Agreement should be approved by this Honourable Court for the following reasons:
- a. the Marketing Process was fair and transparent and provided all participants with equal access to information and opportunity to submit an offer or proposal;

- a. FTZ's are secure areas under U.S. CBP supervision that are generally considered outside of U.S. CBP territory upon activation. Located in or near U.S. CBP ports of entry, they are the United States' version of what are known internationally as free-trade zones;
- b. while in the FTZ, merchandise is not subject to U.S. duty or excise tax. U.S. CBP duty and federal excise tax, if applicable, are paid when the merchandise is transferred from the FTZ for consumption; and
- c. the Receiver has retained the former compliance officer for the FTZ on contract and continues to engage in tri-party conversations with the former compliance officer and U.S. CBP personnel.

#### **ARBITRATION PROCEEDINGS**

- 23. As at the Receivership Date, VMC was a party to arbitration proceedings with Optimal EV. In the arbitration, VMC advanced a significant claim for damages, and Optimal EV had a small counterclaim.
- 24. To preserve the damages claim as a potential asset, the Receiver authorized VMC's existing arbitration counsel to complete the minor filings required to conclude the arbitration proceedings.
- 25. On January 23, 2025, the arbitration panel released a decision awarding damages in the amount of approximately US\$13.0 million in favour of VMC (the "**Arbitration Award**", (copy attached as Appendix "C"). Each of the Optimal EV parties, including the individual respondent, are jointly and severally liable for the amount of the Arbitration Award.
- 26. The Receiver is taking steps to collect or otherwise realize upon the Arbitration Award.

- b. transfer from pre-filing accounts includes cash on hand at RBC and City National Bank swept to the Receiver's trust accounts;
- c. collections from accounts receivable relate to remittances from customers;
- d. sale proceeds include proceeds from miscellaneous asset sales;
- e. occupancy includes rent for the Aldergrove and Montreal premises through to the end of March 2025;
- f. the Receiver's fees include payments through December 31, 2024;
- g. restructuring legal fees include amounts paid to both the Receiver's Canadian and U.S. restructuring counsel through December 31, 2024;
- h. other legal fees relate to amounts paid to Mitchell Silberberg & Knupp LLP as arbitration counsel to continue to pursue VMC's claim against Optimal EV;
- i. other professional fees include fees for appraisals and bailiff's costs for attending to day-to-day operational matters;
- j. consultants and contractors relate to former employees retained to assist the Receiver in operational duties;
- k. insurance includes payments for US property and Canadian liability coverages;  
and
- l. other operating disbursements materially include payments to IT service providers.

## **APPENDIX "A"**

### Offer Process

The Receiver does not intend to seek Court approval of the sale process procedures for the Assets outlined above.

An Asset Information Package and access to a virtual data room, including photographs of the Assets, will be available to interested parties that execute a confidentiality and nondisclosure agreement ("NDA").

Site visits to inspect the Assets will be arranged upon request.

The timeline for the process is as follows:

Milestone	Timeline	Start Date	Targeted Deadline
Access to electronic data room and initial due diligence	14 days	January 21, 2025	February 4, 2025
Site visits for interested parties as arranged by the Receiver	14 days	February 5, 2025	February 19, 2025
<b>Deadline for submitting offers</b>			<b>February 20, 2025</b>
Receiver will negotiate with one or more parties and seek Court approval of preferred offer(s)	14 days	February 21, 2025	March 7, 2025

FTI reserves the right to amend or modify the solicitation process at any time at its sole discretion.

This process does not include offers for real estate. A separate sale process will be conducted for the Ferndale property. Please reach out to Robert Sandoz and Lyle Sorenson at [rsandoz@windermere.com](mailto:rsandoz@windermere.com) and [lylesorenson@windermere.com](mailto:lylesorenson@windermere.com) for details.

### Contact Details

Inquiries or requests for information for the Assets outlined above should be directed to FTI only; please email the members of the FTI team below for further details.

**FTI Consulting Canada Inc.**

*Receiver*

**Huw Parks**  
Director  
[vicinity@fticonsulting.com](mailto:vicinity@fticonsulting.com)

**Zoe Lin**  
Consultant  
[zoe.lin@fticonsulting.com](mailto:zoe.lin@fticonsulting.com)

## AUCTION SERVICES AGREEMENT

THIS Auction Services Agreement dated for reference the 3rd day of April 2025 (the “**Agreement**”)

MADE BETWEEN:

**FTI CONSULTING CANADA INC.**, in its capacity as receiver and manager of all the assets, undertakings, and properties of Vicinity Motor Corp., Vicinity Motor (Bus) Corp., Vicinity Motor (Bus) USA Corp., and Vicinity Motor Property, LLC, and not in its personal or corporate capacity

(hereinafter referred to as the “**Receiver**”)

OF THE FIRST PART

AND:

**MCDUGALL AUCTIONEERS LTD.**

(hereinafter referred to as the “**Auctioneer**”)

OF THE SECOND PART

**WHEREAS:**

- A. Pursuant to an order (the “**Receivership Order**”) of the Supreme Court of British Columbia (the “**Canadian Court**”) made October 21, 2024 in Supreme Court of British Columbia Action No. S247082 (Vancouver Registry), the Receiver was appointed receiver and manager of all of the assets, undertakings and property of Vicinity Motor Corp., Vicinity Motor (Bus) Corp., Vicinity Motor (Bus) USA Corp., and Vicinity Motor Property, LLC, (collectively, the “**Companies**”, each, a “**Company**”), including the “**Assets**” listed in Schedule “A” hereto.
- B. Pursuant to the provisions of the Receivership Order, the Receiver has the authority to, among other things, market and sell the Assets.
- C. On November 22, 2024, the U.S. Bankruptcy Court for the District of Washington (the “**U.S. Court**”) at Seattle granted the Companies certain relief under Chapter 15 of the *United States Bankruptcy Code*, including, among other things, an order recognizing the receivership proceedings in the Canadian Court as a foreign main proceeding and recognizing and giving effect to the Receivership Order in the United States.
- D. The Auctioneer submitted a proposal to the Receiver dated February 25, 2025 to sell the Assets by way of an auction (the “**Proposal**”).

dollar of Sale Proceeds above the Net Minimum Guarantee up to an amount not to exceed [REDACTED] (the “**Auctioneer’s Fee**”).

- (a) Any additional Sale Proceeds above the total of the Net Minimum Guarantee and the Auctioneer’s Fee, i.e. [REDACTED] (the “**Overage**”), shall be allocated and paid out as follows:
- (b) [REDACTED] of the Overage to the Receiver (the “**Receiver’s Overage**”); and
- (c) [REDACTED] of the Overage to the Auctioneer.

2.3 The Net Minimum Guarantee and the Receiver’s Overage shall be payable as follows:

- (a) the Auctioneer shall pay a non-refundable deposit of 10% on account of the Net Minimum Guarantee within three (3) business days of the Receiver’s acceptance of this Agreement;
- (b) unless otherwise agreed to in writing by the Receiver and the Auctioneer, the Auctioneer shall unconditionally pay to the Receiver the balance of the Net Minimum Guarantee no later than two (2) business days prior to the Auction, or such later date as the parties may agree; and
- (c) the Auctioneer shall pay to the Receiver the Receiver’s Overage within fourteen (14) days of the completion of the Auction.

2.4 The Auctioneer shall be entitled to charge and retain for its own account a reasonable and customary buyer’s premium (the “**Buyer’s Premium**”) on all purchased Assets, which Buyer’s Premium shall be paid by the buyers of the Assets and shall not exceed fifteen (15%) percent of the purchase price of any of the Assets. Any such Buyer’s Premium shall not be considered Sale Proceeds and shall not be subject to the terms of section 2.2 of this Agreement.

2.5 Prior to the Auction, the Auctioneer shall be entitled to move any of the Assets between any of the Premises (as defined below) upon written consent of the Receiver, at its sole discretion (any assets moved by the Auctioneer as contemplated hereby are hereafter referred to as the “**Moved Assets**”). The Auctioneer shall be entitled to deduct from the Net Minimum Guarantee any costs, including, without limitation, any transportation, tariff, or import duties, incurred by the Auctioneer in connection with moving the Moved Assets as contemplated hereby.

2.6 Notwithstanding section 2.5 of this Agreement, the Auctioneer shall be responsible for the payment of all direct and indirect costs and expenses incurred by the Auctioneer and/or the Auctioneer’s agents or employees in connection with the exercise of its rights and obligations under this Agreement including, without limitation, the sale of the Assets and the conduct of the Auction, including, without limitation, all costs and expenses associated with the advertising and sale of the Assets, cleaning, collecting payments, and invoicing during and after the Auction.

(collectively, the “**Premises**”) for the purpose of conducting an unreserved online timed Auction on May 15 and 16, 2025, or such later date(s) as agreed by the parties hereto (the “**General Deadline**”), for the purposes of strategically cataloguing the Assets to enhance the opportunity for extracting their maximum value, posting the lots online for a period of 21 days prior to the Auction, showing the Assets to prospective purchasers, preparing for and conducting the Auction, completing all sales, removing the sold Assets upon their sale, and cleaning up the Premises to a reasonable neat and tidy condition for re-leasing.

- 3.3 The Auctioneer shall not be responsible for the cost, applicable rent, or the supply of utilities to the Premises including, without limitation, gas, water, heat, and hydro, and for the maintenance of insurance coverage on the Premises and Assets.
- 3.4 If any Asset (a) is not delivered by the Receiver into the Auctioneer’s exclusive custody at or prior to the time of the Auction, (b) does not have a legal serial number, or (c) is determined by the Auctioneer, acting reasonably, to be diminished in value due to any damage, change or discrepancy in identity, quality, or condition since the time of the Proposal, then in any such case the Net Minimum Guarantee shall be reduced by an amount to be agreed upon by the Receiver and the Auctioneer, and failing agreement, shall be resolved pursuant to an independent third-party appraisal.
- 3.5 The Auctioneer shall sell the Assets on an “as is, where is” and “all sales are final” basis to the highest bidder, without any representations of any kind or nature whatsoever, including as to merchantability or fitness, and without warranty or agreement as to the condition of such Assets. Neither the Receiver, nor the Auctioneer, have made nor shall make, vis-a-vis any third-party purchasers, any representations, conditions, or warranties, with respect to the Assets. For greater certainty, the Receiver and Auctioneer agree that there are no terms or conditions whatsoever, whether expressed, implied, statutory, or otherwise with respect to the Assets, or any of them, or any other matters whatsoever in any way related to the subject matter of this Agreement, other than as expressly provided for in this Agreement. The Receiver specifically acknowledges that the Auctioneer is acting solely in the capacity of Auctioneer for the Receiver and has no knowledge with respect to the fitness or usability of the Assets.
- 3.6 The Auctioneer is authorized to accept any reasonable means of payment for the Assets it sells provided it is in immediately available funds.
- 3.7 The Auctioneer has the right and retains the discretion to (a) set-up, market, catalogue, detail and describe the Assets; (b) add, group, or offer other assets in conjunction with the Assets; (c) determine the manner of conducting the Auction and the Sales Process; (d) sell any and all of the Assets prior to the Auction if the Auctioneer determines such offer to be equivalent to fair market value; and (e) use the trademark Vicinity Motor Corp., Vicinity Motor (Bus) Corp., Vicinity Motor (Bus) USA Corp., and Vicinity Motor Property, LLC, or a similar variation for advertising purposes.
- 3.8 Upon completion of the Auction contemplated hereby, the Auctioneer shall oversee the removal of the sold Assets from the Premises in an orderly and professional manner in accordance with industry practices. The Auctioneer shall be responsible for the clean-up of the Premises upon the removal of the Assets from the Premises unless any costs of

- (j) providing the Receiver within thirty (30) days of the completion of the Auction with reporting and reconciliation of accounting information and detailed post-Auction settlement in a form satisfactory to the Receiver acting reasonably. With such accounting, the Auctioneer shall also deliver any funds due and payable to the Receiver under this Agreement;
- (k) providing the Receiver with a schedule of allocated values for the Assets, upon the Receiver's request;
- (l) removing sold Assets from the Premises within five (5) days of the completion of the Auction unless otherwise agreed in writing by the Receiver, but in any event no later than May 31, 2025; and
- (m) providing such other related services as are deemed necessary or prudent by Receiver and Auctioneer under the circumstances presented.

## **5. REPRESENTATIONS, WARRANTIES, AND CONDITIONS**

5.1 The Receiver represents and warrants to the Auctioneer that, subject to the granting of the Approval Orders (as defined below), it has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement.

5.2 The Auctioneer represents, warrants, and acknowledges to the Receiver that:

- (a) the Auctioneer is a corporation duly incorporated, organized and subsisting under the laws of the Province of Saskatchewan;
- (b) the Auctioneer has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement;
- (c) this Agreement constitutes a valid and legally binding obligation of the Auctioneer, enforceable against the Auctioneer in accordance with its terms;
- (d) the Auctioneer has conducted its own due diligence, independent inspection, and investigation respecting the Assets and is satisfied with the Assets in all respects;
- (e) the Auctioneer will, prior to conducting any sales pursuant to this agreement, be registered under Part IX of the *Excise Tax Act* (Canada) and shall have all necessary registrations and authority to collect, report and remit any applicable taxes on or with respect to any sale of any Assets by the Auctioneer pursuant to this agreement, in all applicable jurisdictions;
- (f) the Auctioneer has not jointly elected with the Receiver pursuant to section 177(1.3) of the *Excise Tax Act* (Canada); and
- (g) the Auctioneer holds all required permits and licenses required to perform its obligations under this Agreement, including registration as an extra-provincial company pursuant to the laws of British Columbia and Quebec.

- (a) by the mutual written consent of the Receiver and the Auctioneer;
- (b) by the Receiver by written notice to the Auctioneer:
  - (i) if there has been a material breach or failure to perform any covenant or agreement made by the Auctioneer under this Agreement, which breach, inaccuracy in or failure to perform shall continue uncured seven (7) days after receipt of written notice thereof to the Auctioneer; or
  - (ii) if there has been a failure by the Auctioneer to pay to the Receiver in a timely manner the balance of the Net Minimum Guarantee referenced in section 2.3(b) herein, and such failure to perform continues uncured for one (1) business day; or
  - (iii) if any representation or warranty made or given by the Auctioneer proves untrue in any material respect; or
  - (iv) the Auction is not completed by the General Deadline, or such other deadline as the Receiver agrees to in writing.
- (c) by the Auctioneer by written notice to the Receiver:
  - (i) if there has been a material breach or failure to perform any covenant or agreement made by the Receiver under this Agreement, which breach or failure to perform shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting party; or
  - (ii) if any representation or warranty made or given by the Receiver proves untrue in any material respect.

9.2 In the event of termination of this Agreement in accordance with Section 9.1(b), this Agreement shall forthwith become of no further force or effect, and there shall be no liability on the part of any party hereto except: (a) as set for in Article 2, Section 3.5, Article 7, and this Article 9; and (b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

9.3 In the event of termination of this Agreement in accordance with Section 9.1(a) or (c), this Agreement shall forthwith become of no further force or effect, and there shall be no liability on the part of any party hereto except: (a) as set forth in Article 2, Section 3.5, Article 7, and this Article 9; and (b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

## **10. FORCE MAJEURE**

10.1 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fires, strikes, floods, adverse weather that has the potential to injure persons or damage

- 11.5 This Agreement and the attached schedules constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior proposals, communications, and agreements, whether written or oral.
- 11.6 This Agreement may be amended or modified only by an instrument in writing executed and delivered by the parties hereto subsequent to the date hereof.
- 11.7 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.
- 11.8 All stipulations in this Agreement as to time are strictly of the essence.
- 11.9 Neither the Receiver nor the Auctioneer shall assign this Agreement without the express written consent of the other. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 11.10 This Agreement shall be governed by the laws in effect in the Province of British Columbia and the parties hereby attorn to the jurisdiction of the courts of that Province.
- 11.11 This Agreement may be executed in counterparts by the parties hereto and executed counterparts may be delivered by electronic mail and such execution and delivery shall be valid for all intents and purposes and the executed counterparts shall together form one document.

**EXECUTED** at Vancouver, British Columbia, this 3rd day of April 2025.

## SCHEDULE "A" TO AUCTION SERVICES AGREEMENT

### ASSETS

Parcel 1  
Parcel 2  
Parcel 3  
Parcel 4  
Parcel 5

			<p>Main office-approx. (10) desks, (30) chairs, (23) monitors, (6) printers, (6) filing cabinets, (15) laptops, (1) Danby fridge, (1) microwave, (3) fans, (6) filing cabinets, (1) Samsung 55" TV, (2) sit to stand desks, (1) Ricoh Aficio MPC3502 photocopier, keyboards, (1) Dell Power Edge T130, (1) Dell EMC, (1) Net Bootr, (1) Peplink, 1 couch</p> <p>(2) chairs, (2) monitor, (1) desk, starter</p> <p>(2) monitors, (1) chair, (1) desk</p> <p>(3) chairs, (1) desk, phone, vacuum</p> <p>(2) chairs, (2) monitor, (1) cpu, cart</p> <p>(2) two tier cards, (2) U-line benches, (2) chairs, 6 tier chrome rack, digital scale, misc used parts</p> <p>server rack, storage shelf, scales, folding table</p>
HDY22F0147	Rotary Lift	MCHM414U100	Flex Max, 14,000 lb capacity
HDY22F0145	Rotary Lift	MCHM414U100	Flex Max, 14,000 lb capacity
HDY22F0144	Rotary Lift	MCHM414U100	Flex Max, 14,000 lb capacity
HDY22F0141	Rotary Lift	MCHM414U100	Flex Max, 14,000 lb capacity
HCZ17I0007	Rotary Lift	MCHF213U1A01	Mach Flex 13,000 lb capacity
HCZ17I0005	Rotary Lift	MCHF213U1A01	Mach Flex 13,000 lb capacity
HCZ17I0002	Rotary Lift	MCHF213U1A01	Mach Flex 13,000 lb capacity
HCZ17I0014	Rotary Lift	MCHF213U1A01	Mach Flex 13,000 lb capacity
	Rotary	RS 13	<p>(13) jack stands 13,000 lb capacity, 56"- 82" adjustable height</p> <p>metal fitting bins with bolts, and nuts</p> <p>20 Ton Hydraulic Shop Press, (2) step ladders, (2) jacks, oil drum</p>

2024	2VA3CSEH7RW000311	VMC	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT- no batteries
2024	2VA3CSEH4RW000184	VMC	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT- system error
2024	2VA3CSEH6RW000204	VMC	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT - no drive or batteries needs work
2024	2G93CSEH2PA098001	VMC	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT 8000 with Morgan 92" x 12 ft deck lights, with box
2024	2G93CSEH2PA098000	VMC	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT 8000 with Morgan 92" x 12 ft deck lights,
2021	NP9EV2800MB011001	Guleryuz Karoseri Otomotiv	EV28	bus, 23 feet, parts bus
2008			TCC08C025623	40 ft shipping container contents of shipping container, bus seats, cushions, circulation fans, light covers, NOT VIEWED, LOCKED
2014			SY14H016915	40 ft shipping container contents of shipping container, (8) Allison bus transmission, (4) Ford motors, (4) SOL transmissions, NOT VIEWED, LOCKED
2005			YMLU500	40 ft shipping container contents of shipping container, stainless steel skirt panels, stainless steel parts, NOT VIEWED, LOCKED
2002			TGH0448406	40 ft shipping container contents of shipping container, glass panels, fiber glass parts, NOT VIEWED, LOCKED

2024	2V93CSEH1PA033067	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2V93CSEH9PA033060	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
	2VA3CSEH2RW000331	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	No Vin can't find keys	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2V93CSEH3PA033118	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RA000127	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2V93CSEHXPA033116	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH1RA000124	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH8RA000122	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH1RW000210	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RA000128	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH8RW000205	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH5RW000226	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH1RW000224	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH3RW000225	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH6RW000221	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH8RW000222	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH3RA000139	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH6RW000154	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2021	2G9S28CH7MA098608	Grande West Transportation International Ltd.		bus, 23 seat capacity, 28 ft long, gas, 225/70 R19.5 tires, GVWR 9,500 pounds, 2021 Alican transmission
2017	2G9B33GAXJA098160	Grande West Transportation International Ltd.		bus, 26 seat capacity, 32 ft long, natural gas, 275/70 R22.5 tires, GVWR 36,380 pounds
2024	2G9B35GA7JA098161	Grande West Transportation International Ltd.		bus, 30 seat capacity, 32 ft long, natural gas, 275/70 R22.5 tires, GVWR 34,832 pounds
	671401924	Westeel		GPI fuel tank with FL Mec QM 150
2024	2VA3CSEH5RW000324	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT, Intercontinental truck body 12' box, roll up door, rear light s/n 12278
2024	2VA3CSEH2RW000281	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RW000214	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RW000213	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2V93CSEH5PA033069	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH2RW000149	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RW000177	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RA000145	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RA000130	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH5RA000126	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RW000230	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2V93CSEH3PA033071	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH5RW000212	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH3RA000125	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RW000181	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEHXRW000187	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEHXRA000140	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH8RW000186	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH3RA000142	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH3RW000211	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RW000180	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RW000231	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024 2VA3CSEH5RW000209 Vicinity VMC 1200

fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

(5) desks, (5) chairs, (8) monitors, (1) cpu, keyboards, phone, cleaning supplies

(3) 6 tier U-Line 37" x 2ft x 8 ft metal storage racks

(6) 25" x 8ft x 97" metal storage racks

(3) steel multi tier shelves with totes

(6) metal 5 tier shelves with hoses, lamps, steering wheels, bumpers

bolts, wheel studs, high pressure tube

screws, hexagon bolts, seals, o-ring, washers

steel battery tray kit, seat belts, turn signals, head lamp, hoses, fuse blocks, electric horn, brake carrier

dashboard panel, roof hatch, housing, vehicle media player, fuel line

brake valves, AC controller, return water lines, wheel nuts, regulator, receiver line, right bracket assembly

heat pumps, elbows, gaskets, door controller, fittings, fan belts, air inlets, hoses

clamp, engine mount, fitting plumbing, combustion elbow, side view mirror, hex bolts, seal kit

air dryer, set shutoff valve, water pump, sensor fuel level, front bumper bracket, fuel level sensor, elbow fitting

(25) metal adjustable shelves 5 ft x 3 ft x 8 ft contents of pallet racks Bendix brake pad kit, fans, batteries, cooling fans, (8) cooling racks

contents of pallet rack (2) boxes side mirrors, (3) point cable buckles, seat belts, wiper blades

contents of pallet rack, washer fluid tanks, washer systems, installation kit

contents of pallet rack, crate of seat parts, bevel gear rear axle, steering pumps, CH compressor

contents of pallet rack, (6) bus glass, crate of used parts, chair parts, passenger floor heaters,

contents of pallet rack, pallet of steering pumps, C.E. Niehoff & Co. brushless alternators C706, hoses, rim,

				contents of pallet rack, hydro max booster, double brake chamber, Bitzer US 4NFCY compressor,
				contents of pallet rack, , rear axel sway bars, shocks
				contents of pallet rack, skirt panel, rear axle sway bars, steering knuckle
				contents of pallet rack, (6) rims, cover steering column, pedestal assembly,
				contents of pallet rack, steering drag link assembly, brake assembly, hose, adjustable reactive rods
				contents of pallet rack, adjustable reaction rod, anti skid tape,
				contents of pallet rack, sun visors, heater
				contents of pallet rack, brake chambers, rear with camera, exhaust parts,
				contents of pallet rack, batteries, shock absorbers, battery box
FBA11-2380-05713	Doosan	B18T-7		3 wheel, forklift, 3 stage mast, solid tires with Forza Tek model 5NPT4 36/120 charger, 617 hrs
				contents of pallet rack, Cummins motor, bus seats, misc. parts
				(3) Lithium Ion Battery System, Ternarn , 176 AH 525.6 V new batteries
				(2) new batteries, one used battery, misc. parts on shelf
				contents of pallet rack and items in front, vinyl floor, bus seats, misc. parts
				contents of pallet rack, bus seats, pallet jack 5,500 lb capacity, misc. parts
				contents of pallet rack, shop vac, 6 tier shop stairs, misc. parts
				(5) hose reels, rolling metal cart, steel table, dolly, steel table with misc. parts, (6) tier metal shelf, power washer
2022	<del>1C4RJYE66N8735302</del>	Jeep	<del>Grande Cherokee</del>	Locked
2024	2V93CSEH1PA033070	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2022		Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT (parts truck)

2024	2VA3CSEH8RW000379	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH6RW000316	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH6RW000381	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT  3 ton jack, (4) Power Torque, drums of oil, (3) metal table, steel rack, (3) Uline dolly, misc. hand tools, bar fridge, microwave, water cooler, (2) plastic chair, folding table
2024	2VA3CSEHXRW000285	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH8RW000284	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH5RW000274	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH1RW000272	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH1RW000269	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH4RW000265	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000263	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH2RW000197	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000198	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RW000200	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000201	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH6RW000199	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000196	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH3RW000239	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000232	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH2RW000233	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000234	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH6RW000235	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH8RW000236	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEHXRW000237	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT  paint booth (never used) approximately 16ftW x 30ftL x 20 ftH with (2) LPI lift systems
2024	2VA3CSEH1RW000238	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH4RW000248	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH6RW000249	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000251	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH6RW000252	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH8RW000253	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEHXRW000254	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH1RW000255	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH3RW000256	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH0RW000277	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH2RW000278	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000279	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000280	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000282	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2023	13236	Toyota	50-8FGU32	forklift, electric side-shift 6,020 lb capacity
	1C6SRFHT8PN528535	Ram	1500 Limited	Hemi E Torque (5) Rows of Pallet Racking approximately (120) bus seats, Uline clamps, fork extensions, (45) tires, bus seats, dolly, (4) Digital Recorders DR700 tire, Uline dolly, (4) batteries, AC compressor mounts, seat cups, exhaust pipes dolly, approximately (48) metal rolling carts
	00568	Toyota	RF1-BH1X45	electric reach truck, 4,500 capacity, 444 in max lift height
	94572	Toyota	8FBCU25	forklift, side shifter, electric, 5,000 lbs capacity
2021	90210300059	Noble Lift	SC 2032HN	scissor lift  65" Samsung tv, Yealink conference call system, (8) conference chairs, conference table, rolling whiteboard, (4) plastic chairs

202 4	2VA3CSEH2RW000359	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
202 4	2VA3CSEH6RW000347	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
202 4	2VA3CSEH6RW000350	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
202 4	2VA3CSEH7RW000356	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
202 4	2VA3CSEH9RW000360	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
202 4	2VA3CSEHXRW000352	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
202 4	2VA3CSEH0RW000361	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000344	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH5RW000372	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000363	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH2RW000376	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000380	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEHXRW000366	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEHXRW000397	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000394	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000392	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH6RW000378	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000389	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RW000373	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000377	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH6RW000400	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH2RW000362	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH5RW000369	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH6RW000364	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH6RW000333	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000332	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000313	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RW000312	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RW000309	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RW000308	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH5RW000307	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH3RW000306	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH6RW000297	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH4RW000296	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH2RW000295	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000294	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RW000293	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RW000292	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH3RW000290	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RW000289	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

2024	2VA3CSEH4RW000329	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH6RW000395	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RW000391	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH2RW000328	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH0RW000327	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH9RW000326	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH7RW000325	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT
2024	2VA3CSEH5RW000324	Vicinity	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT

			(4) Samsung 65“ tv, TCL 65” tv, (7) offices chairs, board table, (2) phone, folding table, (10) plastic chairs, sit to stand desk, (2) office desks, (2) Whirlpool fridge, (2) Whirlpool dishwasher, (4) round tables, (20) folding white tables, (5) folding plastic white tables	
			(3) monitors, desk, (2) office chairs, laptop, keyboard, (2) phones, (2) plastic chairs, plastic table, 5-tier book shelf	
		Ricoh	MP C3504	photocopier
				office chair, plastic chair, phone, Nespresso machine, whirlpool microwave, GE dishwasher, Primo water cooler, black decker coffee maker
	RWK00461242	EnerSys	EI3-HL-4Y	battery charger
		EcoCharger	ECO970	(4) battery charger
		Wavernet		network hub box
				Rigid vacuum, brooms, (21) safety tape, rotary drum pump, grease gun, torque wrench, misc. tools, (4) steel work benches
		Manchester		(2) tank, 165 PSI @400F
		SquareD		(2) heavy duty safety switch 400A fan
				(6) banks of 18 door lockers, 1 chair, 1 metal desk, filing cabinet, phone, folding chair
				Uline D-300-HD metal hopper 6,000 lb capacity, 3 ft x 3ft Uline scale, (2) ladders, whiteboard, garbage cans, printer, CPU, monitor table, strapping cart,
		RTT Engineered Solutions		<del>approximately 5ft x 20ft x 8ft 3-sided paint storage booth (never used)</del>
		Schumacher		charger with misc. storage room supplies
2022	393321/ 390615	Wallbox Chargers		(2) charger208/240VAC, 60hx, 48A
		ACS		(3) fume vents, bracket system
		SPX Flow	FLX5-5	air dryer
		Daritech		pump controller
				steel rack with safety supplies, sound table, (2) plastic chairs
		Rite-Hite		

2024	NP9EV2800RB011005	Guleryuz Karoseri Otomotiv san. ve tic. a.s.	B/A	(also branded as: vicinity motor bus corporation, vin 1g9b28ehxrs545789, (2024)), low floor design, mobile climate control located on roof, (2) double door entrance/exits, 10,000-kg gvwr, 20-seat capacity, driver compartment (**not operational - missing air lines**) - (miles/km readings unavailable)
2023	NP9EV2800PB011005	Guleryuz Karoseri Otomotiv san. ve tic. a.s.	B/A	low floor design, mobile climate control located on roof, (2) double door entrance/exits, 10,000-kg gvwr, 21-seat capacity, driver compartment - missing seat (**not operational**) - (miles/km readings unavailable)
2023	NP9EV2800PB011004	Guleryuz Karoseri Otomotiv san. ve tic. a.s.	B/A	low floor design, mobile climate control located on roof, (2) double door entrance/exits, 10,000-kg gvwr, 21-seat capacity, driver compartment - missing seat (**not operational - missing several parts including motor, drivetrain and fusing**) - (miles/km readings unavailable)
2023	NP9EV2800PB011003	Guleryuz Karoseri Otomotiv san. ve tic. a.s.	B/A	low floor design, mobile climate control located on roof, (2) double door entrance/exits, 10,000-kg gvwr, 21-seat capacity, driver compartment - missing seat (**not operational**) - (miles/km readings unavailable)
2024	2VA3CSEH6RA000135	VMC	VMC 1200	fully electric, cabover, Permanent Magnet Synchronous Motor, 74 hp, 147 ft lbs torque, 2 speed automatic transmission, GVWR 5,000 kg, solid axle suspension, 525 V, hydraulic disk brakes front, drum brakes rear, 225/75R16LT 8000 with Morgan 92" x 12 ft deck lights,
2022	HDY22F0148	Rotary	MCHM414U100	(4) wireless mobile column lift Flex Max 14,000 lb capacity
	26319	Toyota	5FBE18	forklift 2,900 lb capacity fork extensions, 3 section pallet racking, (6) boxes actuator brake rear, plastic storage shed, misc. parts approx. (40) boxes Donaldson air filter, air pumps, auxiliary heater, exhaust pipes, air bag cover, sign assembly rear, (6) step shop ladder, rolling metal cat (6) sections pallet racking (8) sections 7- tier metal shelving, with misc. parts fans, hosing's, latches, rear brake rotors

## **APPENDIX "C"**

shuttle buses. There is a corporate relationship between Optimal Electric Vehicles, LLC and the other two Respondents.

Vicinity and Optimal are referred to as "the Parties." The Parties' Sales & Marketing Agreement ("Agreement") was executed on October 6, 2021. The First Amendment to the Agreement was executed on April 12, 2022.

The Agreement provides that Optimal would manufacture electric shuttle buses, named the E1 and S1, and that Vicinity would be the North American sales agent for such buses in exchange for a one-third share of the profit on all sales.

As set forth in Paragraph 1 of the Agreement, Vicinity paid Optimal \$15 million as a license fee so that Optimal would have the funds to build product and purchase chassis and batteries for the vehicles.

Pursuant to Section 16 of the Agreement, on October 3, 2022, Vicinity gave Optimal written notice of termination, alleging breach of contract by Optimal. Vicinity's position is that, as a consequence of such termination, Section 17 obligated Optimal to reimburse Vicinity \$12 million, or 80% of the \$15 million license fee. Optimal argued in response that it did not breach the Agreement, but, even if it had, Claimant failed to give it sufficient notice of such breach so that it could exercise its right to cure. Optimal also brought a counterclaim.

The examination and cross-examination of both sides' witnesses was conducted before the three undersigned arbitrators via Zoom, with the first day of testimony on July 15, 2024, and the last day, July 22, 2024.

At the conclusion of the hearings, the Parties accepted an opportunity to submit post-hearing briefs and a schedule for submission was established.

favor without prior Court Order(s). The Panel is not, however, convinced that this is a proper interpretation of the stay provisions in the Orders.

Irrespective of how the interpretation of the foregoing language is resolved, given that the Panel is not persuaded of the merits of Respondents' counterclaim, we find that any challenge to our authority to rule on such counterclaim is rendered moot. In other words, were the Panel to rule on Respondents' counterclaim if permitted by the Orders, the Panel would rule for Claimant.

Moving on from the Counterclaim, we next address Vicinity's claims.

#### VICINITY'S CLAIMS AGAINST RESPONDENTS

The Panel agrees with Claimant that Respondents are liable for breach of the Agreement. Respondents' breach covers a multitude of failures, including, among others, Respondents' failure to produce S1 and E1 vehicles that were CMVSS and FMVSS- certified compliant<sup>1</sup> and able to pass so-called Altoona testing.

Although it is undisputed that the Agreement established that Respondents had *ongoing* compliance obligations, (section 10 provides that "[Optimal EV] has obtained, and throughout the term, will maintain all ... authorizations... necessary to fully perform this Agreement"), it is also undisputed that, during the nearly one-year period while the Agreement was in effect, the S1 was never FMVSS- compliant and, therefore, not legally sellable in the U.S. Further, the E1 did not comply with the CMVSS and, therefore, was legally unsellable in Canada.

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<sup>1</sup> CMVSS relates to Canadian certification; FMVSS relates to U.S. certification.

used a third party as an exclusive sales and marketing agent for the E1 in the U.S.; and (4) failure to have a minimum annual production capacity as required by section 4 of the Agreement, which provides that Optimal EV "ensure a minimum annual production capacity of 450 units of S1... in 2022." Claimant introduced evidence that VMC could not fill an order for S1s issued by the ABC Bus Company because of Respondents' failure to produce S1s.

#### CONSEQUENCE OF THE FOREGOING BREACHES

Section 16 of the Agreement provides that "Marketer may immediately terminate this Agreement at any time upon written notice to [Marketer-sic. -- Company] due to a material breach of its terms by the Company, after a reasonable time for cure." On October 3, 2022, Claimant gave written notice of termination to Respondent. Claimant argues that, as a consequence of such termination under Section 16, Section 17 obligated Respondent to pay Claimant \$12 million, or 80% of the \$15 million License Fee Claimant had paid up front.

Citing Claimant's failure to give it a sufficient opportunity to cure the breaches, Respondent has not returned the \$12 million portion of the License Fee. Claimant acknowledges that it did not give Respondents an opportunity to cure. Its position is that (1) Respondents did not identify any breach that they could have cured; and (2) in reality, there was no path forward for Optimal EV to cure the extensive breaches within a reasonable time. As examples, it cites the fact that as of the termination the vehicles were still unsellable. Mr. Trainer, CEO of Claimant, gave his reasoning as follows:

We had invested \$15 million and we had no return, after numerous discussions to try and get a return back. And I have an obligation as a publicly traded company to do what's reasonable for the shareholders, waiting a year to try and make money on a \$15 million investment, when all we were getting was lip service. I had to terminate it.

Respondents argue that neither the Agreement nor the amendment includes any requirements or limitations on how Optimal EV may use the license fee paid by Vicinity. Claimant disagrees that such a limitation in the relevant agreement is required to prove their claim under Michigan law. Citing *Servo Kinetics, Inc. v. Tokyo Precision Instruments Co. Ltd.*, 475 F.3d 783, 799-800 (6<sup>th</sup> Cir. 2007), all a claimant needs to establish a basis for piercing the veil is that the defendant committed fraud or a wrong.

Claimant argues that the relevant wrongs consisted of the asserted breaches of contract. Claimant also argues that Respondents told Vicinity that the license fee funds would be used to build S1s and E1s. (See Vol. III, p. 388:16 – 389:9.) That is not, however, how the Vicinity license fee funds were used. Among the other payments outlined on page 38 of Claimant's opening brief and uncontested by Respondents at the hearing were: \$3 million to another entity wholly owned by Respondent Song Young, which used such funds to acquire an interest in a joint venture in Taiwan; salary payments to Mr. Young; and monthly rent payments to an LLC also owned by Mr. Young. In addition, as noted above, Claimant introduced evidence that Mr. Young participated in efforts to mislead Claimant regarding the certification status of the S1s and E1s.

The Panel agrees with Claimant that Optimal, Inc. and Song Young are jointly and severally liable for the foregoing breaches.

#### REMAINING CLAIMS

The Panel does not find that Claimant adequately supported its remaining claims, including fraudulent inducement/innocent misrepresentation and unjust enrichment, thus, the Panel is not awarding any damages under those claims.

the compensation of the arbitrators totaling \$97,572.25 shall be borne as incurred by the parties.


- C. All amounts owed to Claimant will be paid within thirty (30) days of the date of this Final Award.
- D. Any amounts of this Final Award that remain unpaid after the thirty (30)-day period will bear interest at the statutory rate.


This Final Award is in full settlement of all claims and counterclaims submitted in this Arbitration. All claims and counterclaims not expressly granted herein are hereby denied.

This Final Award may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute together one and the same instrument.

We hereby certify that, for the purposes of Article I of the New York Convention of 1958, on the Recognition and Enforcement of Foreign Arbitral Awards, this Final Award was made in Wayne County, Michigan, United States of America.

Dated: January 23, 2025

  
Barbara L. Mandell  
Arbitrator and Panel Chair

  
Sheri B. Cataldo  
Arbitrator

  
Tracy L. Allen  
Arbitrator

State of Michigan )  
 ) SS:  
County of OAKLAND )

I, Sheri B. Cataldo, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is our Final Award.

1/23/2025  
Date

Sheri B. Cataldo  
Sheri B. Cataldo, Arbitrator

State of Michigan )  
 ) SS:  
County of OAKLAND )

On this 23<sup>rd</sup> day of January, 2025, before me personally came and appeared Sheri B. Cataldo, to me known and known to me to be the individual described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

Kaunita D. Barnes  
Notary Public

KAUNITA D. BARNES  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires Nov. 15, 2026  
Acting in the County of Oakland

# EXHIBIT 2

## **Part 1 ORDERS SOUGHT**

1. An order, in substantially the form attached hereto as **Schedule “B”**, approving the auction agreement (the **“Auction Agreement”**) between the Receiver and McDougall Auctioneers Ltd. (**“McDougall”**) for the sale of certain of the assets of the Debtors (the **“Assets”**) as enumerated in Schedule “A” of the Auction Agreement.
2. An order, in substantially the form attached hereto as **Schedule “C”**, sealing the Confidential Supplement (the **“Confidential Supplement”**) to the First Report of the Receiver dated April 4, 2025 (the **“First Report”**).
3. Such further and other relief as this Honourable Court may deem just.

## **Part 2 FACTUAL BASIS**

### **Background**

4. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Report.
5. On October 21, 2024, this Court granted an order (the **“Receivership Order”**), among other things:
  - (a) appointing the Receiver as receiver and manager without security of all the assets, undertakings and properties of the Debtors, acquired for, or used in relation to, the business carried on by the Debtors, and including all proceeds arising therefrom; and
  - (b) requiring the Receiver to obtain the approval of this Court for any transaction in which the individual or aggregate purchase price exceeds \$500,000.
6. On October 24, 2024, the Debtors filed for relief under Chapter 15 of the *United States Bankruptcy Code*. The cases were jointly administered before the Honorable Timothy W. Dore in the U.S. Bankruptcy Court for the District of Washington at Seattle (the **“US Court”**). On November 22, 2024, the US Court granted, among other relief, an order

- (d) set up an electronic data room (the “**Data Room**”), which included, among other things, the AIP, a description of the intellectual property available for sale, and photos of the Marketed Assets available for sale, where applicable; and
  - (e) granted access to the Data Room to 25 parties who each delivered signed NDA’s to the Receiver.
10. As a result of the Marketing Process, the Receiver received ten offers, two of which were for *en bloc* transactions. Three of the offers were from strategic buyers and seven were from auctioneers or asset purchasers.<sup>4</sup>
11. The Receiver, in consultation with Royal Bank of Canada (“**RBC**”), the Debtors’ senior secured creditor, evaluated the offers received and concluded that the bid from McDougall, which contemplated an auction for the Marketed Assets and a Net Minimum Guarantee, was the superior offer.

#### **The McDougall Auction Agreement**

12. The Auction Agreement between the Receiver and McDougall is attached as **Schedule “B”** to the First Report. An unredacted version is included in the Confidential Supplement.
13. The key terms of the Auction Agreement include:
- (a) McDougall will pay to the Receiver a Net Minimum Guarantee amount (the “**NMG Amount**”), with 10% of the NMG due to the Receiver within three business days of McDougall accepting the Auction Agreement, and the balance due at least two business days prior to the action;
  - (b) McDougall will conduct a sale of the Marketed Assets on the Receiver’s behalf and split the proceeds as follows:
    - (i) McDougall will keep all proceeds up to the NMG amount;

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<sup>4</sup> First Report, at para. 14(g).

- (d) the Receiver is satisfied that McDougall has the requisite experience and is appropriately qualified to conduct the auction process contemplated by the Auction Agreement;
  - (e) the Auction Agreement contains “as is, where is” provisions and has no closing conditions other than court approval; and
  - (f) RBC supports the transaction contemplated by the Auction Agreement.
15. The Receiver is of the view that the Auction Agreement is the best proposal resulting from the Marketing Process, will result in the monetization of the Assets in a timely manner and will protect the downside risk to the Receiver while maintaining the potential for upside realizations.<sup>6</sup>

#### **Sealing the Confidential Supplement**

16. The Confidential Supplement contains confidential information with respect to the precise distribution of the sale proceeds, including the NMG and the McDougall Amount. The Confidential Supplement thus contains commercially sensitive information.
17. The Receiver is of the view that disclosure of the financial terms of the Auction Agreement may be detrimental to the realization process and jeopardize the value that could be obtained from the sale of the Marketed Assets.<sup>7</sup>

#### **Part 3 LEGAL BASIS**

18. The Receiver relies on:
- (a) the *Law and Equity Act*, R.S.B.C. 1996, c. 250, including ss. 37 and 64 thereof;
  - (b) the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, including Part XI thereof;
  - (c) the *Supreme Court Civil Rules*, BC Reg 168/2009, Rules 8-1 and 13-1;
  - (d) the Receivership Order;
  - (e) the inherent jurisdiction of this Court; and

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<sup>6</sup> First Report, at para. 21.

<sup>7</sup> First Report, at para. 18.

- (e) the NMG provides the highest guaranteed net proceeds to the Receiver with an opportunity for additional recoveries if auction proceeds are at the high end of the range of expected auction proceeds;
  - (f) the cost structure and other key terms of the Auction Agreement are commercially reasonable given the nature, locations and condition of the assets and based on the Receiver's experience with auctioneers and liquidators in the context of insolvency or restructuring proceedings;
  - (g) the Receiver is satisfied that McDougall has the requisite experience and is appropriately qualified to conduct the auction process contemplated by the Auction Agreement;
  - (h) the Auction Agreement contains "as is, where is" provisions and has no closing conditions other than court approval; and
  - (i) RBC supports the transaction contemplated by the Auction Agreement.
22. For all of the foregoing reasons, the Receiver respectfully requests that the Orders regarding the Auction Agreement be granted as sought.

**Sealing the Confidential Supplement**

23. This Court has jurisdiction to grant a sealing order pursuant to its inherent authority to control its own processes.

*Royal Bank of Canada v. Westech Appraisal Services Ltd.*, 2017 BCSC 773, at para. 4.

24. Court proceedings are presumptively open to the public. The test for ordering discretionary limits on openness as set out in *Sierra Club* was recently reaffirmed and clarified by the Supreme Court of Canada in *Sherman Estate*. Specifically, a party seeking a sealing order must establish that:
- (a) court openness (i.e. not sealing the document in question in the court file) poses a serious risk to an important public interest;

- (d) the proposed sealing order is necessary to prevent these risks, and the Receiver is not aware of any alternative to prevent it; and
  - (e) the sealing order being sought is limited in time and scope and is proportional to the interests of all parties. The limited nature of the sealing order means interference with the court openness principal is minimized, and limited until the close of the transactions contemplated in the Auction Agreement.
28. For the foregoing reasons, the Receiver respectfully submits that the order to seal the Confidential Supplement be granted as sought.

**Part 4 MATERIAL TO BE RELIED ON**

29. Receivership Order, dated October 21, 2024;
30. First Report of the Receiver, made April 4, 2025; and
31. Such further and other materials as counsel may advise and this Honourable Court may permit.

**TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION:** If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed Application Response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

## **APPENDIX**

### **THIS APPLICATION INVOLVES THE FOLLOWING:**

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

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No. S247082  
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

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

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

**SERVICE LIST**

(Last Updated: March 20, 2025)

<b>Fasken Martineau DuMoulin LLP</b>	<b>FTI Consulting Canada Inc.</b>
Attention: Lisa Hiebert Glen Nesbitt Heidi Esslinger Suzanne Volkow	Attention: Tom Powell Huw Parks Zoe Lin
Email: <a href="mailto:lhiebert@fasken.com">lhiebert@fasken.com</a> <a href="mailto:gnesbitt@fasken.com">gnesbitt@fasken.com</a> <a href="mailto:hesslinger@fasken.com">hesslinger@fasken.com</a> <a href="mailto:svolkow@fasken.com">svolkow@fasken.com</a>	Email: <a href="mailto:tom.powell@fticonsulting.com">tom.powell@fticonsulting.com</a> <a href="mailto:huw.parks@fticonsulting.com">huw.parks@fticonsulting.com</a> <a href="mailto:zoe.lin@fticonsulting.com">zoe.lin@fticonsulting.com</a>
<i>Counsel for the Receiver</i>	<i>The Receiver</i>

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<b>Novus Law Group</b>  Attention: Mitchell J. Holash, K.C.  Email: <a href="mailto:mholash@novuslaw.ca">mholash@novuslaw.ca</a>  <i>Counsel for City of Prince Albert</i>	<b>Bennett Jones</b>  Attention: Keely Cameron  Email: <a href="mailto:cameronk@bennettjones.com">cameronk@bennettjones.com</a>  <i>Counsel for BC Transit</i>
<b>Mitchell Silberberg &amp; Knupp LLP</b>  Attention: Richard Sheldon  Email: <a href="mailto:rbs@msk.com">rbs@msk.com</a>	

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**Schedule “B”**

(see attached)

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THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application for this order and the supporting materials is hereby abridged and this application is properly returnable today and the need for any further service thereof is hereby dispensed with.

**Auction Agreement**

2. Capitalized terms used but not otherwise defined in this order have the meanings given to them in the Auction Services Agreement dated April 3, 2025 (the “**Auction Agreement**”) between the Receiver and McDougall Auctioneers Ltd. (“**McDougall**”), a copy of which is attached as **Appendix “B”** to the Report.
3. In this Order, the following terms shall bear the meanings given to them below:
  - (a) “**Assets**” means the assets described in Schedule “A” to the Auction Agreement.
  - (b) “**Claims**” means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise; and
  - (c) “**Encumbrances**” means any encumbrances or charges created by any orders of this court, and any and all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 (the “**PPSA**”), or any other personal property registry system, including without limitation any and all charges, security interests or claims created by function of United States law.

8. From and after the completion of the auction (including the payment of the Net Sale Proceeds by McDougall to the Receiver), the Receiver is authorized to file one or more financing change statements in the British Columbia Personal Property Registry (the "PPR") in order to effect the discharge of any claim registered against any of the Assets sold by McDougall, to the extent the security interest is registered against the interests of the Debtors therein or against a serial number of any of the Assets, and the Receiver is authorized to take any similar actions with regard to any United States security interest registration systems or offices.
9. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by the Receiver of the Auction Agreement.
10. For the purposes of determining the nature and priority of the Encumbrances, the Net Sale Proceeds shall stand in the place and stead of the Assets sold in accordance with the Auction Agreement and this Order, and upon payment of the purchase price for an Asset by a Purchaser to McDougall, all Encumbrances shall attach to the Net Sale Proceeds with the same priority as they had with respect to the Asset sold immediately prior to their sale, as if such Asset had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
11. Upon payment of the purchase price for an Asset by the Purchaser to McDougall, the Debtors and all persons who claim by, through or under the Debtors in respect of such Asset, and all persons or entities having any Claims of any kind whatsoever in respect of such Asset shall stand absolutely and forever barred, estopped, foreclosed from and permanently enjoined from pursuing, asserting, or claiming any right, title, interest or other Claims whatsoever in respect of or to such Asset and to the extent that any such persons or entities remain in possession or control of any of such Asset, certificates, instruments, or other indicia or title representing or evidencing any right, title or interest in and to the such Asset, they shall forthwith deliver possession thereof to the applicable Purchaser(s) (or their nominee) or to McDougall.

such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

17. The Receiver, McDougall or any other party shall have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
18. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is hereby dispensed with.

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

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Signature of Heidi Esslinger  
Lawyer for the Receiver, FTI Consulting Canada  
Inc.

BY THE COURT

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REGISTRAR

**Schedule "B"**  
**Form of Receiver's Certificate**

No. S-247082  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

ROYAL BANK OF CANADA

PETITIONER

AND:

VICINITY MOTOR (BUS) CORP., et al.

RESPONDENTS

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

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

**RECEIVER'S CERTIFICATE OF COMPLETION**

Pursuant to the Order made April 22, 2025 in these proceedings (the "Order"), FTI Consulting Canada Inc., in its capacity as receiver and manager of all the assets, undertakings and properties of Vicinity Motor (Bus) Corp., Vicinity Motor Corp., Vicinity Motor (Bus) USA Corp. and Vicinity Motor Property, LLC (in such capacity, the "**Receiver**") files this Certificate with this Honourable Court as confirmation that the transactions contemplated in the Auction Agreement (as defined in the Order) are completed to the satisfaction of the Receiver.

Dated: \_\_\_\_\_, 2025.

**FTI CONSULTING CANADA INC.**, in its capacity as receiver and manager of all the assets, undertakings, and properties of Vicinity Motor Corp., Vicinity Motor (Bus) Corp., Vicinity Motor (Bus) USA Corp., and Vicinity Motor Property, LLC, and not in its personal or corporate capacity, by its authorized signatory:

**Per:**

\_\_\_\_\_

**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

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

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

**SEALING ORDER**

BEFORE THE HONOURABLE )  
JUSTICE \_\_\_\_\_ ) April 22, 2025  
)

ON THE APPLICATION of FTI Consulting Canada Inc. in its capacity as receiver and manager (in such capacity, as the “**Receiver**”) of all the assets, undertakings and property of Vicinity Motor (Bus) Corp., Vicinity Motor Corp., Vicinity Motor (Bus) USA Corp., and Vicinity Motor Property, LLC (collectively, the “**Companies**”) coming on for hearing at Vancouver, British Columbia on this date; AND ON HEARING Heidi Esslinger, counsel for the Receiver, and those other counsel listed on Schedule “A”; AND UPON READING the material filed, including the First Report of the Receiver dated April 4, 2025; AND PURSUANT TO the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

4. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, is hereby dispensed with.

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

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Signature of Heidi Esslinger  
Lawyer for the Receiver, FTI Consulting  
Canada Inc.

BY THE COURT

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REGISTRAR