

## GENERAL CONVEYANCE AND BILL OF SALE

THIS GENERAL CONVEYANCE AND BILL OF SALE is made as of February 28, 2024

BETWEEN:

**ELECTRAMECCANICA VEHICLES CORP.**, a company  
incorporated under the laws of British Columbia

(the "**Vendor**")

AND

**SOLO AUTOMOTIVE INC.**, a company incorporated under the  
laws of British Columbia

(the "**Purchaser**")

WHEREAS:

- A. Pursuant to a sale and purchase agreement among the Vendor and the Purchaser, made as of the date hereof (the "**Purchase Agreement**"), the Purchaser has agreed to purchase from the Vendor, and the Vendor has agreed to sell to the Purchaser, all of the Vendor's right, title and interest in and to the Purchased Assets, effective as of the Closing Date;
- B. Pursuant to and in accordance with the Purchase Agreement, the parties have agreed to execute and deliver this General Conveyance and Bill of Sale in order to effect the conveyance by the Vendor to the Purchaser of all of the Vendors' right, title and interest in and to the Purchased Assets; and
- C. Any capitalized terms used herein but not defined shall have the meaning given to them in the Purchase Agreement.

NOW THEREFORE THIS GENERAL CONVEYANCE AND BILL OF SALE WITNESSES, that in pursuance of the Purchase Agreement, and for valuable consideration now paid by the Purchaser to the Vendor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged):

1. **Purchase Agreement Prevails.** This General Conveyance and Bill of Sale is made pursuant to and subject to the provisions of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

2. **Transfer.** The Vendor hereby sells, assigns, transfers, conveys and sets over to the Purchaser, absolutely, the Purchased Assets (including those as more particularly set forth in Appendix A) and all the rights, title, interest, property, claim and demand of the Vendor thereto and therein.
3. **Power of Attorney.** The Vendor hereby constitutes and appoints any director or officer of the Purchaser as the true and lawful attorney of the Vendor, for and in the name or otherwise on behalf of the Vendor, with full power of substitution, to do and execute all acts, deeds and assurances to give effect to the conveyance and assurance of the Purchased Assets unto the Purchaser in the manner herein provided in accordance with the intent and meaning of this General Conveyance and Bill of Sale. Said power of attorney coupled with the Purchaser's interest will not be revoked by the dissolution of the Vendor or otherwise be revocable.
4. **Further Assurances.** Each of the parties hereto hereby agree that each will, promptly upon the reasonable request of the other, execute and deliver any further and other documents and instruments and do any further acts or things that may be necessary to carry out the intent of this General Conveyance and Bill of Sale. Where any of the Purchased Assets are not transferable by assignment, transfer or conveyance, each of the parties shall execute and deliver such further documents, transfers, assignments, assurances and instruments and do such further acts and things as may be reasonably required for the purpose of novating or otherwise transferring the Purchased Assets to the Purchaser.
5. **Enurement.** This General Conveyance and Bill of Sale shall be binding upon and shall enure to the benefit of the parties and their respective successors and assigns. This General Conveyance and Bill of Sale is for the sole benefit of the parties and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this General Conveyance and Bill of Sale.
6. **Governing Law.** This General Conveyance and Bill of Sale shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction) to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Province of British Columbia. Any action or proceeding arising out of or based upon this General Conveyance and Bill of Sale or the transactions contemplated hereby may be brought in the competent courts of the Province of British Columbia, and each party irrevocably submits to and agrees to attorn to the exclusive jurisdiction of that court in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of the any action or proceeding in that court and irrevocably waive and agree not to plead in that court that such action or proceeding has been brought in an inconvenient forum.
7. **Counterparts and Electronic Copies.** This General Conveyance and Bill of Sale may be signed in as many counterparts as may be necessary, and any signature may be written, printed, scanned, stamped, or otherwise mechanically reproduced or may be an electronic signature or a digital signature created via a medium or a technology that ensures the authenticity and integrity of such signature including, without limitation,

DocuSign and any counterpart may be delivered by means of electronic communication producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the date set forth below.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF the parties have executed this General Conveyance and Bill of Sale with effect as of the date first written above.

**ELECTRAMECCANICA VEHICLES CORP.**

DocuSigned by:  
Per: Susan E Docherty  
Name: Susan E Docherty  
Title: Chief Executive Officer

**SOLO AUTOMOTIVE INC.**

DocuSigned by:  
Per: Jerry Kroll  
Name: Jerry Kroll  
Title: Director