

**FORM 87**  
**NOTICE AND STATEMENT OF THE RECEIVER**  
**(Subsection 245(1) and 246(1))**  
**IN THE MATTER OF THE RECEIVERSHIP OF**  
**UNIFAB INDUSTRIES LTD. AND SEKWOD ENTERPRISES (2012) LTD.**  
**(The “Companies”)**

TAKE NOTICE THAT:

1. On the 17<sup>th</sup> day of July 2023, the undersigned MNP Ltd., became the Receiver and Manager (the “**Receiver**”) of all the assets, undertakings and properties (the “**Assets**”) of Unifab Industries Ltd. (“**Unifab**”) and Sekwod Enterprises (2012) Ltd. (“**Sekwod**” and collectively with Unifab referred to as the “**Companies**”):

<b>Assets</b>	<b>Estimated Realizable Value (\$'s)</b>
Premises at 6050 2nd Street, Grand Forks	1,500,000
Inventory, Equipment and Vehicles	1,000,000
Accounts Receivable	Unknown
<b>Total</b>	<b>Unknown</b>

2. The undersigned became a Receiver in respect of the Assets as described above by virtue of a Court Order issued by the Supreme Court of British Columbia in Action No. S234961 on July 17<sup>th</sup>, 2023. A copy of the Court Order is attached as Appendix “A”.
3. The undersigned took possession and control of the Assets described above on July 18<sup>th</sup>, 2023.
4. The following information relates to the receivership:
  - a. Address of property: 6050 2<sup>nd</sup> Street,  
Grand Forks, BC V0H 1H0
  - b. Principal line of business: Steel Manufacturing
  - c. Location of businesses: 6050 2<sup>nd</sup> Street,  
Grand Forks, BC V0H 1H0

- d. The amount owed by the Companies as of July 17<sup>th</sup>, 2023 to each creditor who holds security on the Assets described above, is as follows:

Secured Party	Assets Secured	Company Secured Against	Estimated Amounts Owed (\$000's)
BMO Bank of Montreal	All Assets and Specific Equipment	Sekwod and Unifab	3,800
CRA - Source Deductions	All Assets	Unifab	185
CRA - GST	All Assets	Unifab	80
Employees - WEPPA	Current Assets	Unifab	80
Royal Bank of Canada	Specific Motor Vehicle	Unifab	Unknown
Meridian Onecap Credit Corp.	Specific Assets	Unifab	Unknown
Valiant Financial Services	Specific Asset	Unifab	Unknown
Wells Fargo Equipment Finance Company	Specific Motor Vehicles	Unifab	Unknown
CWB Naional Leasing Inc.	Specific Assets	Unifab	Unknown
<b>Total</b>			<b>Unknown</b>

- e. Attached as Appendix "B" is a list of unsecured creditors with estimated amounts owing based on the Companies' records.
5. MNP Ltd., pursuant to the aforementioned appointment, will review the options available to dispose of the Assets of the Companies.

Contact person for Receiver:

Kevin Koo  
 Telephone: (604) 608-6248  
 Facsimile: (604) 689-8584  
 Email: kevin.koo@mnp.ca

DATED AT Vancouver, British Columbia this 25<sup>th</sup> day of July 2023.

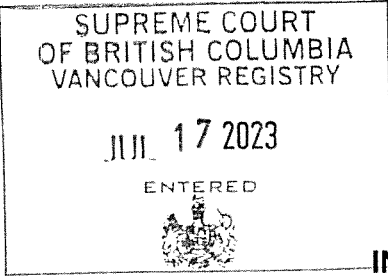
**MNP Ltd.**

In its capacity as Receiver and Manager of  
 Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd.  
 Per:



Greg Ibbott, CIRP, LIT, CPA, CA  
 Senior Vice President

# APPENDIX "A"



NO. S-234961  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

UNIFAB INDUSTRIES LTD.  
AND SEKWOD ENTERPRISES (2012) LTD.

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE )  
JUSTICE GIBB-CARSLY ) MONDAY, THE 17<sup>TH</sup> DAY  
 ) OF JULY, 2023  
 )

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") appointing MNP Ltd. as Receiver and Manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of Respondents, Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd. (collectively, the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING Affidavit #1 of Michelle Madrigga sworn July 11, 2023 (the "**First Madrigga Affidavit**"), Affidavit #1 of Sue Danielisz sworn July 12, 2023 (the "**First Danielisz Affidavit**"), and the consent of MNP Ltd. to act as the Receiver; AND ON HEARING H. Lance Williams, counsel for Bank of Montreal, and other counsel as listed on **Schedule "A"** hereto and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

- 1. The time for service of the Petition dated July 12, 2023 (the "**Petition**"), is abridged such that it is properly returnable today and service of the Petition, the First Madrigga Affidavit, and the First Danielisz Affidavit, is hereby deemed good and sufficient.

## APPOINTMENT

2. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, MNP Ltd. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtors, including all proceeds (the "Property").

## RECEIVER'S POWERS

3. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
  - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
  - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
  - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
  - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;
  - (g) to settle, extend or compromise any indebtedness owing to the Debtors;
  - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
  - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
  - (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the

Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of a single transaction for consideration up to \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to cause either or both of the Debtors to make a voluntary assignment for the benefit of their creditors pursuant to section 49 of the BIA;
- (s) to act as trustee in bankruptcy of either or both of the Debtors, in accordance with the provisions of the BIA;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
6. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

### **NO EXERCISE OF RIGHTS OR REMEDIES**

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

### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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



payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### RECEIVER TO HOLD FUNDS

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

### EMPLOYEES

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

### PERSONAL INFORMATION

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

### LIMITATION ON ENVIRONMENTAL LIABILITIES

16. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of

any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

17. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
18. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
  - (a) before the Receiver's appointment; or,
  - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
19. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

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

#### **RECEIVER'S ACCOUNTS**

21. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
23. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

24. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
25. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
26. The Receiver is authorized to issue certificates substantially in the form annexed as **Schedule "B"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
27. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **ALLOCATION**

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

#### **SERVICE AND NOTICE OF MATERIALS**

29. The Receiver shall establish and maintain a website in respect of these proceedings at: <https://mnpdebt.ca/en/corporate/corporate-engagements/unifab-industries-ltd-and-sekwod-enterprises-2012-ltd> (the "**Website**") and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
30. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as **Schedule "C"** (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
31. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
32. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
33. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
34. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

## GENERAL

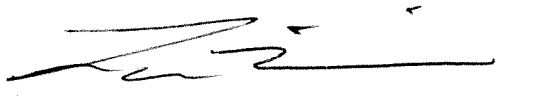
35. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

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VANANWATER

- 36. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 37. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
- 38. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 39. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 40. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
- 41. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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


APPROVED BY:



Lawyer for the Petitioner  
McCarthy Tétrault LLP  
(H. Lance Williams)



BY THE COURT



DISTRICT REGISTRAR



**SCHEDULE "A"**

**LIST OF COUNSEL**

<b>Name of Counsel</b>	<b>Party Represented</b>
N/A	

**SCHEDULE "B"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that MNP Ltd., the Receiver and Manager (the "**Receiver**") of all of the assets, undertakings and properties of Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd., including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the \_\_\_\_\_ day of July, 2023 (the "**Order**") made in SCBC Action No. S-234961 has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [~~daily~~] [monthly] not in advance on the \_\_\_\_\_ day of each month after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

MNP LTD., solely in its capacity as Receiver  
of the Property, and not in its personal  
capacity

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**SCHEDULE "C"**

**DEMAND FOR NOTICE**

**TO:**           **Bank of Montreal**  
                  c/o McCarthy Tétrault LLP  
                  Attention: Sue Danielisz  
                  Email:       sdanielisz@mccarthy.ca

**AND TO:**     **MNP Ltd.**  
                  c/o [Name of Counsel to the Receiver]  
                  Attention:  
                  Email:

**Re:   In the matter of the Receivership of Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd.**

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

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

\_\_\_\_\_

OR

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

\_\_\_\_\_

OR

3. By mail, at the following address:

\_\_\_\_\_

Name of Creditor: \_\_\_\_\_

Name of Counsel (if any): \_\_\_\_\_

Creditor's Contact Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Creditor's Contact Phone Number: \_\_\_\_\_

# APPENDIX "B"

Creditor Name	Creditor Email	Mailing Address	City	Province/State	Postal Code	Amount Owed
Accurate Screen		19082 28th Avenue	Surrey	BC	V3S 6M3	38,672.82
A.C.E. Courier Services		#122 - 3016 - 10 Ave N.E.	Calgary	AB	T2A 6A3	16,189.99
Action Steel Sales		2365 Barnes Street	Penticton	BC	V2A 7K6	1,000.00
Acuren Group Inc		12271 Horsehoe Way	Richmond	BC	V7A 4V4	2,262.75
Aggressive Tube Bending		9780 188th Street	Surrey	BC	V4N 3M2	1,508.82
Air Liquide Canada Inc.		1250 Rene-Levesque W, Suite 1700	Montreal	QC	H3B 5E6	33,227.67
Allied Threaded Products Inc.		107 - 590 Ebury Place	Delta	BC	V3M 6K7	330.75
ANR Construction Ltd.		1395 Stevens Rd	West Kelowna	BC	V1Z 2S9	70,000.00
GFL Environments Inc. 2020		PO Box 150	Concord	ON	L4K 1B2	4,147.69
American Express						1.00
B.C. Fasteners & Tools Ltd.		#3 1960 Windsor Road	Kelowna	BC	V1Y 4R5	6,076.71
Bell Mobility						2,328.41
BidRight Inc		2410 - 2045 Lakeshore Boulevard West	Toronto	ON	M8V 2Z6	7,318.50
BMO Mastercard						82,853.16
Boundary Home Bldg Centre		Box 1118	Grand Forks	BC	V0H 1H0	7,027.43
Brennan Machinery Inc.		414 Beards Lane Unit #4	Woodstock	ON	N4S 7W3	1,092.00
Burlington Automation Corp		8 Enterprise Crescent	Waterdown	ON	L8B 0Y2	3,408.11
Canadian Linen & Uniform		Box 51085 RPO Tyndall	Winnipeg	MB	R2X 3C6	7,815.54
Canam Group Inc.		1739 Drew Rd	Mississauga	ON	L5S 1J5	72,654.75
Canadian Stud Welding		#120 - 7350 - 72nd Street	Delta	BC	V4G 1H9	9,129.06
Chan Nowosad Boates Inc		980 Alder Street	Campbell River	BC	V9W 2P9	20,328.00
Parkland Corporation		PO Box 2521 Station M	Calgary	AB	T2P 0T6	177.57
City of Grand Forks		Box 220	Grand Forks	BC	V0H 1H0	1,242.66
Cloverdale Paint		1950 B Springfield Road	Kelowna	BC	V1Y 9P9	38,650.74
Crownsnest Creative		PO Box 970 7371 2nd Street	Grand Forks	BC	V0H 1H0	1.00
Coquihalla Steel Industries Ltd.		1295 Ord Road	Kamloops	BC	V2B 7B5	101,916.94
CWB Group - Industry Services		P.O. Box 46035, Postal Station A	Toronto	ON	M5W 4K9	598.50
Dell Transport		75 Old Mill Road	Castlegar	BC	V1N 4T7	1,832.23
Deske Enterprises		7350 G N	Grand Forks	BC	V0H 1H2	262.50
Drop Manufacturing		PO Box 89 2275 Fir Dr	South Slocan	BC	V0G 2G0	279,812.13
Dulux - PPG		2476 Westlake Road, Unit 11	Westbank	BC	V1Z 2V2	23,248.87
Dymin Steel (Western) Inc.		#101 - 663 Sumas Way	Abbotsford	BC	V2S 7P4	19,072.39
Fasteel		19176 21st Ave	Surrey	BC	V3Z 3M3	11,117.14
Floor Inc.		470 Seaman Street	Stoney Creek	ON	L8E 2V9	1.00
FORTISBC		Suite 100 1975 Springfield Road	Kelowna	BC	V1Y 7V7	12,212.43
Grand Forks Home Hardware		Box 790	Grand Forks	BC	V0H 1H0	1,016.62
Gregg Distributors Ltd.		16215 - 118 Ave	Edmonton	AB	T5V 1C7	544.27
Gullico International (Canada)		1175 Nicholson Road	Newmarket	ON	L3Y 9C3	368.39
IJ Consulting		11769 Morris Street	Maple Ridge	BC	V2X 5C7	26,460.00
Interwest Consulting		#211 - 33401 Mayfair Ave	Abbotsford	BC	V2S 6Z2	4,284.00
International Paint-Akzo		C/O V8269, PO Box 8200 Stn Terro	Vancouver	BC	V6B 6N3	6,962.62
Island Installation Inc.		3065-64 Ave NW	Edmonton	AB	T6P 1N7	230,665.84
Kal Tire Grand Forks		Box 816	Grand Forks	BC	V0H 1H0	3,433.88
Kettle River Mechanical		3345 Almond Gardens Rd W	Grand Forks	BC	V0H 1H0	612.18
KMS Tool & Equipment		110 Woolridge Street	Coquitlam	BC	V3K 5V4	4,979.51
Kootenay Coffee Company		Box 149	Nelson	BC	V1L 5P7	214.42
Kootenay Inspection Services		PO Box 97	Trail	BC	V1R 4L3	1,627.50
Kintetsu World Express		6405 Northam Drive	Mississauga	ON	L4V 1J2	147.19
Lakeside Fasteners Ltd		1121 Gordon Drive	Kelowna	BC	V1Y 3E3	9,861.48
Latoplast Ltd.		Unit 207 7889 132nd Street	Surrey	BC	V3W 4N2	399.17
Leavitt Machinery		#102 - 19433 96th Ave	Surrey	BC	V4N 4C4	4,176.90
Lime Creek		Box 158	Grand Forks	BC	V0H 1H0	1,551.42
Lordco Auto Parts		22866 Dewdney Trunk Road	Maple Ridge	BC	V2X 3K6	4,558.70
Manus Abrasives		1040 78th Ave	Edmonton	AB	T6P 1L7	1.00
Mid-Nytes Towing		1835 Coalshute Road	Grand Forks	BC	V0H 1H2	131.25
MILEKAL Engineering Private Ltd		Aikya Vihar, Plot 218 Kavuri Hills Phase 2	Hyderabad Telang		500033	1,210.00
Mills Office Productivity		1111 Clark Drive	Vancouver	BC	V5L 3K5	277.17
Minister of Finance-EHT						12,809.75
Minister Of Finance-PST		Box 9443 Stn Prov. Govt	Victoria	BC	V8W 9W7	10,490.01
Midwest Mechanical Ltd		2305 6th Ave	Castlegar	BC	V1N 2W1	44,546.25
MNP Ltd		Suite 1600 MNP Tower 1021 West Hasting Street	Vancouver	BC	V6E 0C3	23,684.33
Modern Purair Kootenays		#14 8.35 Spokane Street	Trail	BC	V1R 3W4	1,323.42
New-Line Products		364 Lougheed Rd Unit 19	Kelowna	BC	V1X 7R8	237.44
National Health Claim		335 - 58th Ave SE	Calgary	AB	T2H 0P3	285.62
Northern Computers		B7 - 1620 Dickson Ave	Kelowna	BC	V1Y 9Y2	1,257.39
OK Tire		2923 Central Ave.	Grand Forks	BC	V0H 1H2	1,371.44
Pacifica Piling		PO Box 21119	Maple Ridge	BC	V2X 1P7	167,276.57
Paper Excellence		3600 Lysander Ln 2nd Floor,	Richmond	BC	V7B 1C3	100,000.00
Pendozi Machine Shop Ltd		1939 Kirschner	Kelowna	BC	V1Y 4N7	4,754.84
PetroPass						8,947.45
Plasmatech Profile Cutting Inc		Unit 206 9466 - 189th Street	Surrey	BC	V4N 4W7	36,382.50
Praxair - Linde		Box 2531 Stn M	Calgary	AB	T2P 0S6	13,911.55
Princess Auto		P.O. Box 1005	Winnipeg	MB	R3C 2W7	159.54
Purolator Courier Ltd.		PO Box 1100, Etobicoke Postal S	Etobicoke	ON	M9C 5K2	53.60
Pushor Mitchell Lawyers		3rd. Floor, 1665 Ellis Street	Kelowna	BC	V1Y 2B3	1,379.76
Ramco Electric		11 Franson Road	Christina Lake	BC	V0H 1E2	10,846.34
Regional District of Kootenay Boundary		202 - 843 Rossland Ave	Trail	BC	V1R 4S8	1,471.65
Canada Revenue Agency		Surrey Tax Center	Surrey	BC	V3T 5E6	282,026.03
Redi Electric		100 Bighorn Rd	Grand Forks	BC	V0H 1H2	3,052.93
Redwood Plastics		19695 - 92A Avenue	Langley	BC	V1M 3B3	579.43
Reliable Tube Inc		26867 Gloucester Way	Langley	BC	V4W 3Y3	44,858.94

Creditor Name	Creditor Email	Mailing Address	City	Province/State	Postal Code	Amount Owed
Grand Forks Renovation Centre		Box 9	Grand Forks	BC	V0H 1H0	604.80
Ripple Technologies Ltd.		619 Central Ave	Grand Forks	BC	V0H 1H0	4,387.61
SCN Industrial Inc.		22555 Autoroute Transcanadienne	Senneville	QC	H9X 5X5	1,942.59
Sekwod Enterprises Ltd		7674 McCallum View Drive	Grand Forks	BC	V0H 1H2	86,500.00
Selkirk Security Services Ltd		8350 B Walsh Road	Trail	BC	V1R 4W3	1,764.32
Silver City Galvanizing Inc..		970 Cliveden Avenue	Delta	BC	V3M 5R5	2,475.65
Son Creek International Transport Inc		Unit 7 - 3302 Appaloosa Road	Kelowna	BC	V1V 2W5	1,295.00
Son Ranch Timber Co.		5000 Dondale Road	Grand Forks	BC	V0H 1H5	1.00
The Source		Box 2505	Grand Forks	BC	V0H 1H0	190.77
Square D Consultants Inc.						16,863.00
Sunfire Transort		PO Box 932	Osoyoos	BC	V0H 1V0	5,355.00
SunLife Benefits						2,417.51
Sutco Contracting Ltd		Box 430	Salmo	BC	V0G 1Z0	5,250.00
Team North Logistics		15946 121A Ave NW	Edmonton	AB	T5V 1B5	6,368.25
Technicut Industrial Supply		#201 9466 189th St.	Surrey	BC	V4N 4W7	126.33
GFL Enviromental (Terra)		PO Box 150	Concord	ON	L4K 1B2	6,330.80
Titan Industrial Plate Processing Inc.		1111 Industrial Drive	Spallumcheen	BC	V0E 1B6	182,912.79
Tool Time Rentals & Supplies		Box 727, 7465 3rd Street	Grand Forks	BC	V0H 1H2	738.51
Tuscan Supply		3660 Turnbull Rd	Kelowna	BC	V4T 1W2	1,410.84
Twisted Teeth Saw Shop		3845 Victoria Road	Grand Forks	BC	V0H 1H5	160.00
Vallen		10449 - 120th Street	Surrey	BC	V3V 4G4	12,334.73
Van Kam Freightways Ltd.		10155 Grace Road	Surrey	BC	V3V 3V7	397.02
Varsteel Ltd		6845 Tilbury Road,	Delta	BC	V4G 0A3	109,491.94
GFCU VISA						14,816.12
VULCRAFT		3307 ALLARD AVENUE	LEDUC	AB	T9E 0Z5	107,709.03
Workers' Compensation Board		Box 9600 Stn Terminal Assessments Receivable	Vancouver	BC	V6B 5J5	15,673.08
WESTERN GASCO		4-2085 PEIR MAC WAY	KELOWNA	BC	V1V 2K5	10,487.53
West Edge Engineering Ltd.		203-655 Victoria Street	Kamloops	BC	V2C 2B3	4,123.35
Wood Wyant Inc.		#100 - 185 Golden Drive	Coquitlam	BC	V3K 6T1	1,320.09
Y and R Water		Box 488, 8098 Donaldson Drive	Grand Forks	BC	V0H 1H0	33.08