



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.

RESPONDENT

**FIRST REPORT OF RECEIVER WITH RESPECT TO THE RECEIVERSHIP OF
UNIFAB INDUSTRIES LTD. AND SEKWOD ENTERPRISES (2012) LTD.**

**DATED FOR REFERENCE OCTOBER 18, 2023
("RECEIVER'S FIRST REPORT")**

BACKGROUND AND PURPOSE

1. Pursuant to an Order pronounced by the Honorable Justice Gibb-Carsley of the Supreme Court of British Columbia (the “**Court**”) on July 17, 2023 (the “**Receivership Order**”), MNP Ltd. was appointed as Receiver and Manager (the “**Receiver**”) of all of the assets, undertakings and property (collectively, the “**Property**”) of Unifab Industries Ltd. (“**Unifab**”) and Sekwod Enterprises (2012) Ltd. (“**Sekwod**”) (collectively the “**Company**”).
2. Unifab was formed in 2015 through amalgamation with 1027127 BC. Ltd. and was in the business of providing engineering, fabrication, welding, machining, sandblasting and coating services. Unifab focused on customized industrial fabrication in the mining and forestry sector.
3. Sekwod was incorporated in 2012 and owns the six acres of land and the 45,000 sq ft facility that Unifab operated from in Grand Forks, British Columbia.
4. Searches of the British Columbia Corporate Registry indicate that Kevin Dowkes is the Director of both Unifab and Sekwod.
5. In preparing the Receiver’s First Report and making comments herein, the Receiver has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information of the Company, the Company’s books and records, and information from other third-party sources (collectively, the “**Information**”). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada.
6. The purpose of the Receiver’s First Report is to advise the Court with respect to the following matters:
 - Outline of Receiver’s administration to date;
 - Sales process undertaken by the Receiver;
 - Outline of priority claims;
 - Receiver’s Interim Statement of Receipts and Disbursements; and
 - Fees and Disbursements of the Receiver and the Receiver’s counsel.

OUTLINE OF RECEIVER'S ADMINISTRATION TO DATE

7. On July 18, 2023, the Receiver travelled to Grand Forks, BC and took possession of the Property over which it was appointed including various books and records of the Company. The Receiver also undertook various conservatory and protective measures and prepared an inventory of the Property.
8. Since that date, the Receiver's activities have included, among other things, the following:
 - (a) taking possession of real property located at 6050 2nd Street, Grand Forks, BC (the "**Real Property**") as well as equipment and inventory;
 - (b) confirming that there was adequate insurance coverage in place at the date of receivership and directed the insurance provider to add the Receiver as a named insured/loss payee;
 - (c) arranging for regular site visits by a local property manager for insurance purposes;
 - (d) requesting and obtaining appraisals of the Property;
 - (e) addressing various third-party goods claims and creditors with purchase-money security interests registered at BC Personal Property Registry;
 - (f) closing a sale of a 2018 Dodge Ram 3500 owned by Unifab to the former CEO for fair market value of \$49,708.00 plus applicable taxes and paid out the associated RBC loan of \$38,456.76 registered against the vehicle;
 - (g) running a sales process for the Property that is more fully set out below;
 - (h) responding to various creditor inquiries throughout the receivership proceedings; and
 - (i) maintaining and updating the Service List and the Receiver's website for the receivership proceedings at [Unifab Industries Ltd and Sekwod Enterprises 2012 Ltd | MNP LTD \(mnpdebt.ca\)](#)
9. Further, the Receiver attended to various statutory duties including filing a notice of appointment of receiver pursuant to the *Business Corporations Act* (British Columbia), posting a notice of the receivership in the Grand Forks Gazette as required by the *Personal Property Security Act* (British Columbia), preparing a Notice and Statement of Receiver which was sent to all known creditors of the Company as required by the *Bankruptcy and Insolvency Act* (the "**BIA**"), and attending to filing requirements pursuant to the *Wage Earner Protection Program Act* ("**WEPPA**").

Employees

10. The Receiver terminated the Company's employees effective the date of receivership. However, the Receiver made arrangements with the bookkeeper and the equipment foreman on a contract basis to assist with various matters.
11. The Receiver filed documents in accordance with WEPPA with Service Canada pertaining to wage arrears owing to 55 employees. The CEO was not eligible for WEPPA given his management role.
12. The Receiver prepared Records of Employment ("**ROEs**") for all employees in accordance with their termination at the date of receivership. The Receiver also prepared T4 slips and is awaiting a trust exam by CRA before distributing.

Personal Property

13. The Company's personal property included machinery and equipment and steel inventory (the "**Assets**") as well as the Real Property.

SALES PROCESS

Sales Process

14. The Receiver offered the Assets and Real Property for sale under a tender process as either separate lots or en bloc and prepared an Invitation for Offers to Purchase (the "**Invitation for Offers**") that was released August 23, 2023. The Receiver requested that interested parties provide offers and/or proposals by September 18, 2023 at noon (the "**Deadline**").
15. The Receiver carried out various marketing and advertising activities in relation to the sales process. Specifically, the Receiver:
 - a) placed an online posting of the sales process with a downloadable Invitation for Offers on MNP's national website;
 - b) advertised in a national weekly insolvency newsletter;
 - c) advertised on LinkedIn for a two-week period between August 29, 2023 to September 13, 2023;
 - d) sent an e-mail notification to over 600 MNP Partners and Managers in British Columbia and Alberta advising of the sales process;
 - e) conducted research of other steel fabricators in British Columbia, Alberta, Montana, USA and Washington, USA to determine prospective purchasers;

- f) sent the Invitation for Offers directly to 62 parties, including realtors, companies in the steel fabrication industry and other parties identified as potential interested parties in the Company's Assets and Real Property; and
 - g) responded to queries and coordinated site visits for prospective purchasers to view the Company's Assets and Real Property.
16. The Receiver prepared a virtual data room that contained information about the Real Property, including an office floor plan and an environmental assessment.
 17. The Receiver drafted non-disclosure agreements in relation to maintaining confidentiality of the information included in the virtual data room. A total of seven parties executed non-disclosure agreements and were given access to the virtual data room.
 18. The Receiver also participated in discussions and exchanged correspondence with various interested parties including those conducting due diligence and facilitated discussions between interested parties and the former equipment foreman in respect of the Assets.

Offers and Proposals Received

19. The Receiver received a total of eight offers to purchase or auction proposals by the Deadline.
20. After completing an analysis of the offers and auction proposals received, the Receiver determined that an auction of the Assets and a sale of the Real Property separately would result in the highest and best realizations. The Receiver also believes that these offers represents the best transactions available for the Assets and the Real Property.
21. The Receiver accepted an auction proposal for the Assets from Maynards Industries Canada II Ltd. ("Maynards") and an offer from 1444715 B.C. Ltd. (the "Purchaser") for the Real Property, both subject to court approval.
22. The Receiver and Maynards executed an auction agreement (the "Auction Agreement"), a redacted copy of which is attached to the Receiver's First Report as Appendix "A". An unredacted copy will be attached to the Confidential Supplement (as defined herein) to the Receiver's First Report.
23. The Auction Agreement includes a net minimum guarantee which is favourable, taking into account the appraised value of the Assets (on a forced liquidation basis after deducting estimated commissions and other selling costs). The Receiver does not believe that a better offer could be obtained by extending the sales process. Furthermore, exposing the Assets to the market with an experienced auctioneer will ensure the best value is obtained for the Assets.

24. The Receiver and Purchaser executed an Asset Purchase Agreement (“APA”), a redacted copy of which is attached to the Receiver’s First Report as Appendix “B”. An unredacted copy of the APA will be attached to the Confidential Supplement to the Receiver’s First Report.
25. The Purchaser paid the Receiver a deposit toward the purchase price in the amount of \$262,500 (the “Deposit”), which has been deposited to the Receiver’s trust account.
26. The material terms of the proposed transaction with the Purchaser are as follows:
 - (a) Conditions Precedent: court approval only; and
 - (b) Closing and payment of Purchase Price: two business days after the Receiver has delivered written confirmation that the Real Property is vacant and ready for possession, the Receiver has delivered an entered copy of the Vesting Order and the Purchaser has paid the Purchase Price in cash, minus the Deposit.
27. The amount offered by the Purchaser is favourable, taking into account the other offers received and the opinion of value of the Real Property (on a forced liquidation basis), the Receiver is satisfied that the proposed purchase price represents the present market value of the Real Property. The Receiver does not expect that a better price could be obtained by extending the sale process.
28. The Receiver recommends that the Court approve the auction proposal from Maynards and the proposed sale to the Purchaser. It is the Receiver’s understanding that Bank of Montreal, the senior secured creditor in these proceedings, also recommends approval of the auction of Assets and Real Property sale.
29. The Receiver is seeking urgent approval of the Maynards auction proposal and the proposed sale to the Purchaser for the following reasons:
 - (a) Maynards requires sufficient time to advertise and market the Unifab equipment given the specialized nature of some of the equipment;
 - (b) The Auction Agreement provides a general deadline of December 15, 2023 for removal of all assets sold at the auction;
 - (c) The auction must be completed prior to closing a sale to the Purchaser as the Receiver is to provide vacant possession to the Purchaser; and
 - (d) As we are moving into colder months, adverse weather conditions could impact timelines and/or removal of equipment by Maynards.

CONFIDENTIAL SUPPLEMENT

30. A confidential supplement to the Receiver’s First Report (the “**Confidential Supplement**”) will be provided to the Court and will contain appraisal values of the

Assets and Real Property, unredacted copies of the Auction Agreement and APA and additional details of offers received during the sales process. The Receiver is of the view that the disclosure of these materials may be detrimental to the Auction or in the event the sale contemplated in the APA does not close and additional marketing is required.

ACCOUNTS RECEIVABLE (“AR”)

31. As at the date of receivership, AR totaled approximately \$1.7 million. However, the Receiver determined that a substantial amount of the AR, approximately \$1.13 million, related to customer deposits that Unifab had invoiced in order to begin work on various projects. As a number of these project had not yet been started by Unifab the related AR is uncollectible.
32. As of the date of this First Report, the Receiver had collected approximately \$63,000 as settled amounts from various customers.
33. The Receiver has sent demand letters and is in the process of following up and/or negotiating settlements in relation to the remaining AR owing from various customers.

PRIORITY CLAIMS

Statutory Priority Claims

34. The Receiver filed documents in accordance with the WEPPA with Service Canada pertaining to wage arrears owing to 55 employees of Unifab. The maximum amount payable to Service Canada under Section 81.4 of the BIA is \$59,359.73, the priority for which ranks ahead of all registered security interests in relation to the Company’s current assets.
35. The Receiver is gathering information with respect to the Company’s liabilities that are not the subject of registered charges. Specifically, the claims of the Canada Revenue Agency (“CRA”) pertaining to unremitted payroll source deductions and Goods and Service Tax/Harmonized Sales Tax (“GST”), the claim of the Ministry of Provincial Revenue (the “Ministry”) pertaining to unremitted provincial sales tax, and those of Worksafe BC pertaining to unremitted assessments due under the *Workers’ Compensation Act*.
36. Based on the Receiver’s review of Unifab’s books and records, the Receiver anticipates a debt owing to the CRA in relation to unremitted payroll withholdings. The CRA has not yet submitted a claim with respect to the amount which has the benefit of a deemed trust.
37. The CRA has also not yet submitted a claim on account of unremitted GST. Based on the Receiver’s review of the Company’s books and records, the Receiver anticipates that there is a material debt owing in relation to unremitted GST.

38. It is the Receiver's understanding that there was approximately \$18,000 owing on the pre-receivership Worksafe BC account.
39. As the Receiver is waiting for further information from the various statutory claimants, the Receiver proposes to address distribution to these claimants at a further application to the court.

RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

40. Attached as **Appendix "C"** to this report is the Interim Receiver's Statement of Receipts and Disbursements for the period ending October 6, 2023. The Receiver holds a balance of \$34,276.32 in the Receivership trust account and separately holds \$262,500 in trust from the Purchaser.

FEEES AND DISBURSEMENTS OF THE RECEIVER AND RECEIVER'S COUNSEL

41. Attached hereto as **Appendix "D"** is a summary of the Receiver's invoices for professional fees from the commencement of these proceedings to September 30, 2023. As set out in that appendix, the Receiver's fees for the applicable time period totalled \$187,374.05, before applicable taxes. All fees were charged at the Receiver's standard hourly rates from time to time.
42. Attached hereto as **Appendix "E"** is a summary of the time expended by the officers and employees of the Receiver in relation to the matters which are the subject of the Receiver's accounts which are referenced in Appendix "D". As set out in Appendix "E", the hours relating to the services provided by the officers and employees of the Receiver in relation to the matters dealt with in such accounts totalled 414.4 hours.
43. Attached hereto as **Appendix "F"** is a summary of the invoices for legal fees and disbursements of the Receiver's legal counsel, Fasken Martineau DuMoulin LLP ("**Fasken**") from the commencement of these proceedings to September 30, 2023. As set out in that appendix, the fees relating to the legal services provided by Fasken during the applicable time-period totalled \$19,377.50 and the disbursements totalled \$12.16, all before applicable taxes. Fasken has advised that all fees were charged at standard hourly rates from time to time.
44. Attached hereto as **Appendix "G"** is a summary of the time expended by the partners and employees of Fasken acting as counsel to the Receiver in relation to the matters which are the subject of the accounts rendered to the Receiver as set out in Appendix "F". As set out in Appendix "G", the hours relating to the services provided by Fasken in relation to the matters dealt with in such accounts totalled 30 hours.
45. The Receiver has reviewed the accounts of Fasken rendered in this matter and is satisfied that the work detailed therein was completed by Fasken at the request of the Receiver and was necessary. In the Receiver's experience, the fees and rates charged by

Fasken in those invoices are consistent with those charged by other law firms for work of a similar nature and complexity in British Columbia.

COURT APPROVAL SOUGHT

46. Based on the foregoing, the Receiver seeks a Court Order:
- a) approving the Auction Agreement with Maynards;
 - b) approving the sale of the Real Property to the Purchaser;
 - c) approving the Receiver's activities to-date;
 - d) approving the Receiver's Fees and Disbursements as set out in Appendices "D" and "E";
 - e) approving the Receiver's Counsel's Fees and Disbursement as set out in Appendices "F" and "G";
 - f) approving the Receiver's Interim Statement of Receipts and Disbursements dated October 6, 2023; and
 - g) sealing the Confidential Supplement.

DATED Calgary, Alberta, this 18th day of October 2023.

MNP Ltd.

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

and not in its personal capacity



Per: Julie Kennedy, CIRP, LIT
Vice President

Appendix “A”

THIS Auction and Liquidation Services Agreement dated for reference the 3rd day of October, 2023,

MADE BETWEEN:

MNP LTD acting in its Capacity as Receiver of UNIFAB INDUSTRIES LTD. AND SEKWOD ENTERPRISES (2012) LTD. and not in its personal capacity

OF THE FIRST PART

AND: (hereinafter referred to as the "MNP" or the "Receiver")

MAYNARDS INDUSTRIES CANADA II LTD.

(hereinafter referred to as the "Maynards or the Auctioneer")

OF THE SECOND PART

WHEREAS:

- A. MNP was appointed Receiver of Unifab Industries Ltd and Sekwod Enterprises (2012) Ltd. on July 17, 2023 and is selling its machinery and related equipment located at its Grand Forks, B.C. location;
- B. The Auctioneer submitted a proposal to MNP dated September 12, 2023 to liquidate the assets listed in **Schedule "A"** hereto (the "Assets"); and
- C. MNP wishes to retain the Auctioneer, subject to the Receiver obtaining court approval on or before November 1, 2023, to sell the Assets, subject to the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that MNP and the Auctioneer agree as follows:

1. RETENTION OF THE AUCTIONEER

- 1.1 MNP hereby retains the Auctioneer to carry out, and the Auctioneer hereby agrees to carry out, a sales program and run a liquidation and auction (the "**Auction**") with respect to the Assets on the terms and conditions as set forth in this agreement.
- 1.2 MNP and the Auctioneer covenant and agree with each other to carry out their respective obligations under this Agreement, including without limitation the obligations as set forth in **Schedule "B"** to this Agreement.
- 1.3 The Auctioneer will not, and has no authority to, incur any liability or obligation on behalf of MNP, unless otherwise specifically authorized and approved by MNP.

2. THE AUCTION/LIQUIDATION

- 2.1 Subject to the terms and conditions contained in this Agreement, the Auctioneer has guaranteed and does hereby guarantee a net minimum payment to MNP of [REDACTED] in respect of the sale of the Assets (the "NMG") regardless of the amount of proceeds received from sale of the Assets pursuant to this Agreement.
- 2.2 The Auctioneer shall have the right to charge the Buyers of the Assets an 18% buyer's premium with respect to the sale of the Assets (the "**Buyer's Premium**").
- 2.3 Following conclusion of the Auction, the proceeds of sale of the Assets, excluding the Buyer's Premium, and net of applicable taxes and any merchant banking charges (together, the "**Gross Sale Proceeds**"), shall be paid and distributed by the Auctioneer as follows:
- (a) firstly, the Auctioneer shall pay MNP an amount equal to the NMG. If the Gross Sale Proceeds are insufficient to make this payment in full, the Auctioneer shall itself pay the deficiency to MNP by no later than 10 business days following the Auction unless otherwise mutually agreed-upon by the Parties;
 - (b) secondly, any remaining Gross Sale Proceeds in excess of the NMG up to [REDACTED] shall be to the account of the Auctioneer (the "**Gross Sale Proceeds Threshold**"); and
 - (c) thirdly, any remaining Gross Sale Proceeds in excess of the Gross Sale Proceeds Threshold (the "**Remaining Gross Sale Proceeds**") shall be split between the Auctioneer and MNP with 95% of the Remaining Gross Sale Proceeds payable to the Receiver and 5% of the Remaining Gross Sale Proceeds payable to the Auctioneer.
- 2.4 In addition to the foregoing, if any Asset is either (a) removed from the Sales Process at the election of MNP; (b) not situated at the Premises (as defined below); (c) where access to any Asset/Premises is not provided to Auctioneer upon the Approval Order being granted for the Auction; or (d) where the Approval Order does not enable the Auctioneer to transfer title to any Asset free and clear of all right, title, and interests of the Debtors and all persons claiming by or through the Debtors, and such other parties as may be specifically designated by the Auctioneer, then the NMG shall be adjusted, as mutually agreed-upon by the Parties (each Party acting reasonably), and failing agreement, as determined by the Court. If there is a dispute respecting the ownership of any of the Assets sold by the Auctioneer or any claims relating thereto, the Auctioneer may pay the proceeds in respect of such Assets to MNP to be held pending a determination by the Court

as to who is entitled to the proceeds. In so paying the Auctioneer shall have satisfied its obligations to MNP under this Agreement.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS WITH RESPECT TO THE ASSETS

- 3.1 MNP shall deliver to the Auctioneer a copy of all pertinent documents that are in the possession of MNP, if any, relating to the Assets, including, without limitation, all documents of title, operating manuals, warranties, and all documents respecting registrations.
- 3.2 MNP shall provide, or make commercially reasonable efforts to provide, to the Auctioneer and its agents, employees and representatives, access to the Assets located at 6050 2nd Street Grand Forks, BC for the purpose of this Auction (the “**Premises**”) until December 15, 2023 or a later date as agreed by the parties hereto (the “**General Deadline**”), for the purposes of showing the Assets to prospective purchasers, preparing for and conducting the auctions, completing all sales, and removing the Assets upon their sale. MNP agrees to pay, until the General Deadline at its sole cost, all applicable rent and shall be responsible for the continued supply of all utilities to the Premises including, without limitation, gas, water, heat and hydro, and for the maintenance of insurance coverage on the Premises and Assets (the “**Occupancy Costs**”). MNP shall provide, and upon reasonable request by the Auctioneer, do, execute and deliver all further assurances, acts and documents for the purpose of conveying right, title, and interest of the Assets to any purchaser contemplated herein.
- 3.3 The Auctioneer shall sell the Assets on an “as is, where is” basis and neither MNP, nor the Auctioneer shall make, vis-à-vis, any third-party purchasers, any representations, conditions or warranties, and there are no representations, conditions or warranties. The Parties agree 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.
- 3.4 The Auctioneer has conducted its own due diligence, independent inspection, and investigation respecting the Assets and is satisfied with the Assets in all respects.
- 3.5 Upon completion of the Auction contemplated hereby, the Auctioneer shall oversee the removal or preparation of the removal of the Assets from the Premises. The Auctioneer shall otherwise have the right to abandon any remaining or unsold Assets. Any third- party costs or expenses incurred in connection with the clean-up of the Premises to leave in a broom swept condition or storage of the Assets on the Premises shall not be the responsibility of Maynards. Maynards will work with MNP with regards to any unsold assets if any.

4. DUTIES OF AUCTIONEER

- 4.1 Except as otherwise provided for in this Agreement, the Auctioneer shall at its own cost and expense:
 - (a) provide commercially reasonable best efforts to conduct the Auction in accordance with its terms and the terms of this Agreement;
 - (b) provide sufficient licensed auctioneers and other personnel as is generally required for the holding of the Auction;

- (c) supervise the inspection of the Assets by potential purchasers prior to the Auction;
- (d) prepare for, arrange, conduct and conclude the Auction including, but not limited to, advertising, auction-related set-up, administrative services, collection of proceeds, banking, security/check out personnel, etc.;
- (e) organize, inventory, tag and lot the Assets for the Auction;
- (f) provide administrative services relating to the transfer of ownership of Assets to purchasers such that title to the Assets can be conveyed to the purchasers;
- (g) provide the accounting described in Section 2 of Schedule "B" hereto.

5. ADDITIONAL REPRESENTATIONS, WARRANTIES AND CONDITIONS

5.1 MNP represents and warrants to the Auctioneer that it has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement and is subject to obtaining court approval on or before November 1, 2023.

5.2 The Auctioneer represents, warrants and acknowledges to MNP that:

- (a) the Auctioneer is a corporation duly incorporated, organized and subsisting under the laws of British Columbia;
- (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 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; and
- (e) the Auctioneer has not jointly elected with MNP pursuant to section 177(1.3) of the *Excise Tax Act* (Canada) and
- (h) the Auctioneer holds all required permits and licenses required to perform its obligations under this Agreement.

5.3 The representations, warranties and covenants of the Auctioneer set forth in this agreement will survive completion of the transactions contemplated by this Agreement.

6. MISCELLANEOUS

6.1 All references to currency in this Agreement and in the schedules hereto are to lawful currency of Canada.

- 6.2 If the doing of any act pursuant to this Agreement falls on a day on a bank holiday or weekend, then the time for the doing of such act shall be deemed to be the next day that is not a bank holiday or weekend.
- 6.3 Any notice, request, instruction or other communication to be given hereunder by any party to the other shall be in writing and effective when delivered by facsimile or by electronic mail to the addresses and/or email addresses set forth as follows:

Julie Kennedy, CIRP, LIT
MNP Ltd.
Email: Julie.kennedy@mnp.ca

With a copy to:


The Auctioneer:
Maynard's Industries Canada II Ltd.
Suite 130, 49 Dunlevy Ave
Vancouver, BC V6A 3A3
Attention: Aaron Stewardson
Email: astewardson@maynards.com

- A party may from time to time change its address for service or its facsimile number for service by giving written notice of such change to the other party.
- 6.4 No waiver by either party of any of the conditions contained in this Agreement or of any breach of any of the covenants contained in this Agreement shall have effect or be binding upon that party unless expressed in writing and any waiver so given shall extend only to the particular condition or breach so waived and shall not limit or affect any rights with respect to any other condition or breach or any future breach.
- 6.5 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.
- 6.6 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.
- 6.7 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.
- 6.8 All stipulations in this Agreement as to time are strictly of the essence.
- 6.9 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.
- 6.10 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.

6.11 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

EXECUTED at Vancouver, BC, this 18th day of October, 2023.

MAYNARDS INDUSTRIES CANADA II LTD.

Per: _____


Name: Aaron Stewardson
Title: COO

**MNP Ltd. in its capacity as Receiver of Unifab
Industries Ltd. and Sekwod Enterprises (2012)
Ltd. and not in is personal capacity**

Per: _____


Name: Julie Kennedy, CIRP, LIT
Title: Vice President

SCHEDULE "A"
THE ASSETS

[Attached below]

Schedule A
Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd.

Item	Qty	Year	Make	Model	Description	Serial Number
1		2019	Lincoln	PythonX	Structural steel CNC robotic cutting system, 6 axis, true hole technologies, 159 1/2" 4 strand lugged cross feed transfer deck, 40' 11 roll 38 1/2" line bar infeed rollcase, ABB cnc robotic cutting station, teach pendant control, Hypertherm HPR400XD plasma welding source, Hypertherm cooling system Hanover NH 03755, ICE air dryer mod IDFB15E, Sideros Engineering mod ECO 6 HC/S dust collection system, (last fluid change July 9/2023, company shut down July 17 2023) wall needs to be removed and put back up to take the machine out	C1926-393
2					Large self dump hopper, torch set, 3 pallets of steel	
3			Taylor	TE-300L	Forklift, 30,000lb cap, side shift, 2 stage, 9,174 hrs, needs battery	S-H7-20120
4			Hyster	H250H	Forklift, 23,000 lb cap, diesel, side shift, monontrol, oil leak under unit	C007D02473G
5		1994	International	9400	Tractor, t/a, Detroit diesel, Eaton fuller 18 speed, rubber fair, needs rad and other work, 1,317,000 kms	2HSFHEBR2RC088932
6		1996	Artic Cat	Cougar	Snowmobile parts unit	9707321
7					30' X 80' clear span metal frame building	
8					Misc pallets inside, Mercedes eng toast, fork extensions	
9		2001	Genie	Z45/Z5	Manlift, 4X4, lpg, 3,663 hrs, Jan 2022 cert, runs	Z4525-17159
10		2006	Ford	F550 XL	Service truck, V10, super duty, rough idle need jump, crew, auto, Miller Trailblazer pro 350 welder 305 hrs, Rotair Air comp Honda GX390 gas, hose reel	1FDAW56Y96ED84204
11		2023	Hypertherm	Powermax 105	Plasma welder, level, jump kit, tools in side bins	
12			John Deere	BR60	Skid steer sweeper attach	
13		2015	ABU		Trailer, tri axle, gooseneck rear beaver tails, 21,000lb, cap, 34' main deck, sep 2023 ceert	4UGFG3632FD028056
14		1987	Ottawa		50 Yard truck, need work non runner, 4120 hrs, last used 2016	
15		2007	Cadillac	Escalade	SUV, needs engine, 388,000 kms, auto	1GYFK63857R119283
16		2012	MG	MH314C	Powered Plate Bending Rolls, 10', 9/16" top opening, 1500 kg central support arm, 1500 kg cap side support arm	12158
17			Hyd-Mech	S-20	Band saw, manual clamp, 35' infeed rollcase with (3) 24" power rolls	61202179
18			Hyster	H90XMS	Forklift, 8,500 lb cap, lpg, Dual front, cushion tire, hyd oil leak in front, hrs n/a	K005VC4732A
19			Kingsland	125XS	Ironworker, 125 ton, punch, shear, angle shear	358690
20			Hyster	H50CT	Forklift, 4,800 lb cap, side shift, 3 stage, lpg, cushion, 6884 hrs	A274V02310K
21			Hyster	H100FT	Forklift, 10,000 lb cap, no shift, cushion tires, 2 stage, 12,502 hrs	P005V01523F
22			Hyster		Forklift, 3 wheel, lpg 2 stage, not moving	
23			Raymond	520-OPC30TT	Ride on order picker, 3,000 lb cap electric, Energic plus charger, bought at auction sitting dead	520-06-01248
24			Raymond		Electric pallet jack bought at auction dead	
25					Transmission unknown	
26		2010	Atlas Copco	GA45P	Compressor, rotary screw, 60 HP, 17,190 hrs	AP1525218
27		2013	Atlas Copco	GA45P	Compressor, rotary screw, 60 HP, 9,860 hrs	AP1538210
28					Air receiving tanks and spare forks	
29		2006 ?	Sector technology inc	All in one	Plasma cutting table, Lincoln Burny 10LCD Plus/ CMC Type MST-13919 control, 10' X 20' table, recently redone, Hypertherm HyPerformance Plasma HPR260 source (cover off), ICE air dryer, hard to get parts needs work if you put OK iun you would have a good mach	
30		2007	Accupress	710010	Hydraulic press brake, 100 ton, 10', auto back gauge, ETS control, a few dies	9326
31		1996	Haco	SST3010	Hydraulic shear, 3050X10mm cap, 10', LDC107 push button control, back gauge	3250
32		2010	Comb-illift	CL80110DA50	Forklift/side lift, 11,000lb cap, 8,865 hrs	13166
33			Horngrmao	RD-F 1600	Radial arm drill, 6', 20-2180 rpm, 24 1/2" X 36 1/2" T-slot table	
34					Machinist vise and tooling, table clamps	
35					Radial drill bits	
36					Indexing table, tool holders, 300 kg magnetic clamp	
37					Rack with bar steel	
38					Steel table with vise, cart,	
39			Modern	LA 560X2000	Gap bed lathe, Accu-Rite DRO, 4 1/2" bore, 20-1200 rpm, (2) benches with steady rest and chucks	
40					Torch set, (2) bench grinders, clamps	
41			Powcon	550 SMP	Welder miller feeder	
42			Cincinnati	#4	Milling machine, Old dro, 16 1/4" X 80" T-slot table, vise and tooling	4A4P1J-10
43			Hyd-Mech	S-20	Band saw, manual clamp	01199632
44			Rousch		Metal band saw not in use	
45			Modern	430X1700	Gap bed lathe not in use, Accurate dro, 52-2000 rpm, 2 1/2" bore	
46					Dolly, hose reel, arbor press	
47	3				Jib cranes 21', with 1/2 ton electric hoists pendant control	

Schedule A
 Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd.

Item	Qty	Year	Make	Model	Description	Serial Number
48					Bar steel with rack	
49					2 section shelf mixed parts, cutters, 3 section shelf with drill bits and tooling	
50					Drill bits with rack	
51					2 shelves with mixed steel and lube system	
52					2 cabinets, reamers, bits, broach set	
53					Hillman rollers, jack stands, mixed parts weld lead	
54					flooring, insulation, 2 shelves mixed parts	
55		2013	Atlas Copco	GA15+FF	Rotary screw air compressor, 15 hp, 17,520 hrs ,	AP1323250
56		1994	Magnum		30' T/A trailer Oct 2021 cert no lights bought from auction	
57		2007	Freightliner	Classic	T/A no motor, hole in transmission	
58		2006	Transcraft	DTL-3000	53' triaxle step deck trailer, 2023 cert, fair from auct, deck beams other side of yard, 45,351 gwwr	1TTE5330971081982
59					Tri axle super B lead trailer, 2022 cvip, no lights	
60		1985	BWS		Tri axle parts trailer, missing wheels and rims no deck,	
61					Tri axle super b lead trailer, no deck	
62					Tri axle step deck trailer rough 53'	
63			Great Dane		Tri axle hwy trailer, 2019 cert, 53', from auct	
64					Single axle 40' yard trailer	
65			Freightliner	Columbia	Tandem axle trailer, sleeper, Eaton fuller, 18 speed, 2022 cvip, needs motor	
66		1999	Ford	F-550	Flat deck truck, dual rears, dya cab, std, needs transmission	
67		1985	Ford	F-350	flat deck, plow truck, dual rear, std, rough ride yard unit only	
68		2007	Ford	F-550	Service truck, crew cab, single axle dual rear, out of province from auction, cracked windshield and need turbo	
69		1992	GMC	Sierrew 1500	No keys or title past employee signed over	
70			Roadmaster		28' Super B pup, June 2023 cert cond fair	
71			Atco		Classroom trailer, 40' X 12' fair, locked	
72					Complete gym inside	
73					Old 3 bedroom trailer, recent redone inside, kitchen , washer, dryer, bathroom (locked)	
74					First aid room	
75					Clamps, fan, 300kg magnetic clamp	
76	5				Jib cranes, 15'. 2,000lb cap with Kito hoists pendant control	
77	1				Jib crane, 15' no hoist, 2,000 lb	
78					Torch set, dp grinder, hand bender	
79					Steel table, vise, cart	
80	12				8' sawhorses	
81			Miller	Dimension 302	Welder with Miller 22A wire feed	
82					Steel table 1 /4", vise, grinder and misc, steel job table	
83			Miller	Dimension 452	Welder with Miller 22A wire feed	
84					Single axle 35' yard trailer no contents	
85					Grinder, stand misc	
86			Miller	CP302	Welder with Miller 70 series feeder	
87					Hose reel, grinder, clamps, 1 3/4" table vise,	
88			Miller	Dimension 652	Welder with Miller 22A wire feed	
89					1" steel table, weld screen, vise, grinder, torch set, cart	
90			Miller	Dimension 452	Welder with Miller 70 series feeder	
91					Crane pallet lifter	
92					Grinder, (2) 2,000 kg magnetic clamps, (3) 500 kg mag clamps, beam clamps, comealongs	
93					Spare feeder, torch set with lifting eye's	
94	13				Sawhorses	
95			Miller	Dimension 452	Welder with Miller 22A wire feed	
96	2				Steel tables with vises, 2 hose reels	
97			Miller	Dimension 452	Welder with Miller 22A wire feed	
98			Miller	Dimension 652	Welder with Miller 22A wire feed	
99					3 screens, tables, (2) Metal tech scaffold stations	
100			Miller	Dimension 652	Welder with Miller 22A wire feed	
101					Steel table, vise, 3 grinders,	
102			Miller	CP-302	Welder with Miller 22A wire feed	
103					Steel bench with grinders, shop fan , hose reel, torch set	
104			Miller	Dimension 452	Welder with Miller 22A wire feed	
105					Shop carts, dolly, 2 weld screens	
106			Miller	Dimension 652	Welder with Miller 22A wire feed	
107					Custom weld positioner	
108			Victor	VCM200	Track cutter	
109			Nederman		Weld exhaust system, blower, lifting slings	
110					4 tier shelf with Hyd jacks and pumps (5) & 5	
111			Miller	CP-302	Welder with Miller 22A wire feed	
112					Air receiving tank with lead on wall, 20' ext ladder,	
113					100 ton adjustable shop press, Enerpac power supply	

Schedule A
Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd.

Item	Qty	Year	Make	Model	Description	Serial Number
114			Miller	Dimension 652	Welder with Miller 70 series wire feed	
115					20' steel table, Makita chop saw, clamps on wall	
116	5				Jib cranes, 15'. 2,000lb cap with Kito hoists pendant control	
117					Weld wire	
118			Miller	CP-302	Welder with Miller 70 series wire feed	
119					Steel bench with vise, hose reel, (2) sawhorses	
120		2011	LJ	06R-100A	Vessel roll driver no motor	
121			Miller	CP-302	Welder with Miller 22A wire feed	
122					Cart, torch set, pallet jack, 5 tier shelf, 40' Ext ladder, 15' step, 2 6', steel bench	
123			Hypertherm	Powermax 65	Plasma welder	
124					King KC-30FC drill press, King parts drill press, hose reel, 1 3/4" steel bench	
125			Peddinghaus	Peddiworker 1050	Ironworker, 100 ton, punch, shear, angle shear, rollcase with punches	406291318299021
126					Old drill press, cart, 3 shelves, tool box base	
127			Miller	Dimension 652	Welder with Miller 70 series wire feed	
128			Miller	CP-302	Welder with Miller 70 series wire feed	
129	2013		Nederman		Weld exhaust system	
130					Power team hyd pump with Mod P punch and jacks	
131			Miller	XMT 304	Welder	
132					Drill press, hose reel, cart	
133					(4) steel rack with parts	
134					(4) crates of slings	
135					(2) steel racks with grinders, chain, band cart, fan	
136					(5) storage shelves with hardware, band cart, and misc	
137					(2) steel racks with wire stand	
138					Pallet rack 5 section 4 tier	
139					Crate of oxy hose, crate of clamps and hardware, 3 spare old hoists	
140					Pallet of parts welders	
141					40 hp motor, 8 pallets of mixed parts	
142					(8) parts welders	
143					Transformer, job box, weld wire, cabinet with paint parts, bak pack blower	
144					stairs, cart, pneumatic jack hammer, tile jack, Anver 500 lb vacuum lifter	
145					pallet rack, 3 section 3 tier	
146					3 pallets of tires, amd hardware on rack, 4 new motors	
147			Miller	Dimension 400	Welder, steel bench, vise, hose reel, fan	
148		2004	Cadillac	Escalade	SUV needs transmission under repair, auto	1GYEK63N54R245088
149			Westward		20 ton truck ramps, bench with contents and hyd jacks	
150					Storage shelf fittings bins, Weatherhead fittings bins and parts, hand tools in corner	
151					2 shelves with parts, repair shop, 3 mag drills, steel bench, generator, parts washer, jack stand, 2 storage shelves, 2 chain saws	
152					3 shelves with parts, chains, charger, Snap on tester,	
153					Lube bin with pump, fitting bin with hardware, (2) dolly's, lube system	
154					Storage shelf with parts, Lubes, oils, hyd and pneu jacks, stands, (2) cabinets with lube and supplies	
155					impact gun with bits and cart, pallet jack, old generator,	
156					Ridgid 535 pipe threader, old 500HF welder	
157			Nelson	100 series 4900	Stud welding system	
158					Job box, bottle stand, steel bench, (2) sawhorses	
159					20' Steel bench with grinder,	
160			Miller	Deltaweld 452	Welder with Miller 70 series feeder	
161			Scotsman	Cpo 350	Cold cut saw 14" with gravity outfeed rollcase 20'	
162			Tigerstop	Sawgear	Length stop system	
163			Miller	CP-302	Welder with Miller 22A wire feed	
164					Rolling carts, cabinet, pipe stand	
165			Baileigh		Tube and pipe notcher	
166			General	15-005M1	Side belt sander	
167					Saw horses and steel rack with cuts	
168			Miller	XMT 300 welder	With XR wire feed gun system	
169					Self dump hopper, fan, tool box	
170			Miller	CP-302	Welder with Miller 70 series wire feed	
171					Steel cab with vise, clamps, 2 sawhorses	
172					Paint area mixed paints	
173					Graco Merkur 40 pump, older Graco pump	
174					Hose reel, thinners paints	
175	18				Mixed sawhorses 8', 18', 25'	

Schedule A
 Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd.

Item	Qty	Year	Make	Model	Description	Serial Number
176					Hose reel and hooks, storage shelves, fan, 2 older paint pumps	
177			Dean Smith		Lathe 17" swing old	
178					Air receiving tank, jib with chain hoist	
179					(2) 50' span overhead cranes, Precision & Weldco, 5 ton ea, top rail ride, pendand control	
180					Shop office, desk, weld masks,	
181			Bonal	Meta-Lax	Stress relief and weld conditioning system	
182					Desks, tool cabinet nothing inside, office, flat screen, u shaped work desk, 2nd desk, Milwaukee charger, TV, CPU	
183					2 tier cart with grinders	
184					Lot of hand tools, mag drill, grinding parts, punch parts, new lead, spare parts. tool crib lock up, fittings bins (12)	
185					office desk cpu, new welding lead, bench with beam clamp and parts	
186					Weld positioner, carts 7 pallets small steel parts	
187					(2) cantilever racks with steel	
188					(2) dump bins, tidy tank, Air liquide (cage might not be owned) gravity diesel tank	
189					(2) bottle carts	
190					14 small crates of mixed rollcase rolls	
191				Z71	Parts truck missing engine	
192			Hyster	100	Parts forklift, LPG, non runner	
193					Torch set, (6) bottle carts, steel bench, vise	
194	3				Cantilever steel racks with dunnage	
195					Hitachi chop saw, ladder, table, steel stand, 4 sawhorses, nailer	
196	6				Steel stands and cart,	
197					20' shipping container, insulated, lights paint storage	
198					New paints(2) dunnage racks	
199					tri axle yard trailer 35'	
200					(7) pallets mixed steel	
201					(8) pallets of conveyor chain (merccer)	
202					(12) pallet of mixed steel parts	
203					(7) pallets of mixed steel	
204					t/a yard dolly 25'	
205					Tri axle yard trailer 32'	
206					t/a yard dolly 30'	
207					Plow attach, rollcase, 34' s/a yard dolly	
208					Old rolls and lathe, hitch attach, cart, 2 section shelf with parts, scissor lift, 3 section pallet rack, job box, weld lead, parts , man basket	
209		2000	Preston Eaton	TDRA-20-HD	20 ton drive roll with (3) 30 ton idler rolls	
210	2	2012	LJ	06R-200	Idler roll stands	
211					Steel stand, (6) sawhorses, stairs	
212					Sand blast hopper top with 2010 Mod-U-Blast MBMTV6. 5PREH sand blaster	
213					Sand blast hopper top with Mod-U-Blast sand blaster	
214		1993	Shelter	12' X 20'	Lunch room trailer, sand blast shop with misc supplies	
215			Drott	1800CC	Hydraulic crane, Not in service	222
216					Steel table, sawhorses	
217			Handy	HVSB72	New skid steer screening bucket,	
218					Cat quick atth cherry picker, steel rack, grating and misc , kiln carts, rolls	
219					Spare forks, (2) cherry pickers,(2) man baskets	
220					Shipping container 40' older filled with paperwork	
221					Containers with steel parts,	
222					Grating, kiln cart wheels, sawhorses and ss rack	
223					Stainless steel cuts 2 pallets with steel	
224					2 sawhorses with I beam, angle, channel, 20' -40'	
225					Lift of grating	
226					Lift of mixed steel	
227					Qty of I beam mixed sizes	
228					Mixed I beams	
229					Steel stands, pipe, misc cuts	
230					Mixed steel	
231					Lot of pipe, missed cuts	
232					I beam short cuts	
233					Angle and tube steel 40'	
234					Saw horses with mixed steel, rebar, tube steel, flat stock	
235					Flat stock mixed	
236					I bean and tube steel with short cuts	
237					Mixed I beam, sawhorses, channel, tube steel	
238					Cantilever rack with flat stock	
239					Steel pipe, mixed short length I beam	

Schedule A

Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd.

Item	Qty	Year	Make	Model	Description	Serial Number
240					Blue rack, steel pipe, mixed short cut I beam	
241					Blue steel table, I beam, green table, short cuts	
242					Mixed I beam, single rack, 3 pallets of short cuts	
243					Cantilever rack with I beam short cuts	
244					Pre drilled I beam and tube steel	
245					Orange cantilever rack, tube steel mixed length	
246					(6) mixed pallets small cuts	
247					Red cantilever rack with tube steel mixed length	
248					Grey rack with I beam	
249					(7) small mixed pallets of cuts	
250					Red cantilever rack with angle iron mixed lengths	
251					Grey cantilever rack with channel and angle iron	
252					Red cantilever rack with strrl pipe, and channel mixed	
253					Grey rack with I beams mixed length	
254					Red rack with angle iron mixed length	
255					Lean to roof with (2) picnic steel tables	
256					Flat bar steel rack with steel , 3 mixed pallets	
257					Cut off saw with gravity rolls	
258					Steel rack with mixed short cuts	
259					(3) bbq's and dunnage racks	
260					Orange rack with steel pipe and misc	
261					Steel plate cuts	
262					Rotary deburring system/ finisher	
263					Green steel rack plate steel mixed cut	
264					Grey cantilever rack with mixed plate cut steel	
265					8 mixed pallets	
266		Cat		950G	Front end loader, quick attach, 3 new tires in storage, bucket off, needs new motor, approx. 22,000 hrs, cracked windows	CAT0950GH2JS01774
267					Plow attach	
268					Waste oil burner and misc	
269					Lunch room, locker room,	
270					Offices, Canon iPF670 plotter, offices, desks, monitors, flat screen tv, chairs, file cabinets, stationary supplies	

**SCHEDULE “B”
MNP AND AUCTIONEER’S RESPONSIBILITIES**

The following sets out MNP and Auctioneer’s respective responsibilities with respect to the disposition of the Assets. The parties acknowledge and agree that:

General

1. The Auctioneer is acting only in its capacity as an independent contractor dealing with MNP and is otherwise not MNP employee or assign, nor is it assuming the legal responsibilities, duties or obligations of MNP or of a “Secured Party”.
2. The Auctioneer will carry out the Auction in an orderly and professional manner, in accordance with industry practices. The Auctioneer shall, promptly following the Auction, provide MNP with a detailed written accounting in respect of the sales and the Gross Sale Proceeds in a form satisfactory to MNP acting reasonably.
3. The Auctioneer will determine the best way of selling the Assets, whether by private or public sale of by auction or otherwise. Any offers presented or received prior to the auction will be discussed with the company.
4. The Auctioneer will not be responsible for the following costs, claims, or liabilities, even if such are payable:
 - (a) lease payments to third parties under any leases of the Assets;
 - (b) any pre-existing environmental costs;
 - (c) any legal costs associated with dealing with liens against the Assets; and,
 - (d) any product warranties, conditions, or liabilities, including without limitation those set forth in the *International Sale of Goods Contracts Convention Act* (Canada).

Taxes

5. The Auctioneer shall collect, and promptly pay to the applicable authority and confirm such payment to MNP, all social services tax, provincial sales tax (if applicable), goods and services tax and any other tax resulting from any sale transaction entered into by the Auctioneer with respect to any of the Assets.
6. The Auctioneer shall indemnify and hold MNP harmless from any and all demands, liabilities or claims, including, but not limited to, fines, penalties, losses, costs and expenses, which MNP may sustain, incur or be subject to, arising out of, or by reason of, any failure by the Auctioneer to collect, pay or remit any applicable taxes under, or in accordance with, the provisions of the *Excise Tax Act* (Canada) in relation to the sale of the Assets in accordance with the Auction (including without limiting the generality of the foregoing in respect of the buyer’s premium described in Section 2.2 of this Agreement).

Insurance

7. The Auctioneer will maintain insurance, and will provide to MNP proof of insurance, with respect to any public liability which could flow from the Auctioneer's activities, naming MNP as beneficiary of such insurance, providing for coverage of not less than \$5,000,000 per occurrence and otherwise in a form satisfactory to MNP acting reasonably.
8. Proceeds received on any insurance claim in respect of any insured Assets that otherwise would have been sold during the Auction shall be considered Gross Sale Proceeds.

Event of Force Majeure

9. If the Auctioneer is materially delayed, interrupted or precluded from completing the Auction in accordance with this Agreement by reason of *force majeure* which includes, without limitation, any event or circumstance of any nature whatsoever that is beyond the reasonable control of the Auctioneer, including earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, any act or omission or delay by any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, or seasonal or climactic conditions, the Auctioneer shall be held harmless from any and all liability if such disaster shall affect the conduct or timing of any actions contemplated by this Agreement. The Auctioneer shall give immediate written notice of any circumstance which may constitute an indemnifiable event to MNP. The Auctioneer shall be entitled to be paid so much of the amounts payable to it pursuant to this Agreement to which it has become entitled as at the date of the event of *force majeure*. In the event that, acting reasonably, the parties hereto are unable to negotiate a settlement, the matter will be determined in accordance with directions from the Supreme Court of British Columbia.

Environmental Indemnity

10. For the purposes of this Schedule "B", "Contaminants" means any substance or thing or mixture of them which alone, or in combination, or in concentrations, are flammable, corrosive, reactive or toxic or which might cause adverse effects or be deemed detrimental to living things or to the environment, including, but not limited to, any pollutant, contaminant, toxic or hazardous substance, such as, by way of example, urea formaldehyde, asbestos, polychlorinated biphenyl, pesticides, or any other substance with which the removal, manufacture, preparation, generation, use, maintenance, storage, transfer, handling or ownership is subject to any laws, rules or regulations.
11. The Receiver will defend, indemnify and save harmless the Auctioneer and its directors, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal (on a solicitor and his own client basis) and other professional costs and the costs of removal, abatement, treatment, storage or disposal of Contaminants and remediation of the Premises and any other property affected) which may be paid by,

incurred by or asserted against the Auctioneer or its directors, officers, employees, agents, successors or assigns for, with respect to, or as a direct or indirect result of, the presence of any Contaminants, known or unknown, on, in or under, or the escape, seepage, leakage, spillage, discharge, emission or other release of any Contaminants, known or unknown, on, under or from any part of the Premises existing or having occurred as of the date of this Agreement, including but not limited to the removal, relocation, disassembly, modification, or inspection of the Assets pursuant to this Agreement, to the extent caused by the Receiver. For the avoidance of doubt, such indemnity shall not extend to any costs associated with Contaminants brought on to or created on the Premises by the Auctioneer subsequent to the date of this Agreement or the remediation of any contamination resulting therefrom. This indemnity will survive any expiration or termination of this Agreement.

Appendi “B”

ASSET PURCHASE AGREEMENT

Made the 17th day of October, 2023.

BETWEEN:

MNP Ltd. in its capacity as receiver of Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd. (together, the “**Companies**”), and not in its personal capacity (the, “**Vendor**”)

AND:**1444715 B.C. LTD.**

a corporation incorporated pursuant to the laws of Canada, and having an office at 1432 Trail Bay Avenue, Trail BC, V1R 4B (the “**Purchaser**”)

- A. On July 17, 2023, the Supreme Court of British Columbia (the “**Court**”) made an order (the “**Receivership Order**”) appointing MNP Ltd. (the “**Receiver**”) as receiver of the assets, undertakings and properties of the Companies (the “**Property**”) and authorised the Receiver to, among other things, sell the Property.
- B. The Property includes, among other things, real property located in Grand Forks, BC;
- C. The Purchaser has agreed to purchase, and the Receiver has agreed to sell the Purchased Assets (as defined below), on the terms and conditions set out below (the “**Transaction**”);

NOW THEREFORE, Parties agree as follows:

Definitions

1. In this agreement:
 - (a) “**Assumed Liabilities**” means any environmental liabilities associated with the Purchased Assets, whether arising before or after Closing;
 - (b) “**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in British Columbia;
 - (c) “**Claim**” means any actual, potential or threatened claim, demand, suit, action, cause of action, claims and demands, suits, liabilities, obligations, damages debts, duties, sums of money whatsoever or wheresoever, whether at law or in equity;
 - (d) “**Closing**” means the successful completion of the Transaction;
 - (e) “**Closing Date**” means the day that is two (2) Business Days after the conditions in paragraphs 12, 13, and 14 are met or waived;

- (f) “**Deposit**” means the sum of \$262,500 paid by the Purchaser to the Vendor prior to execution of this Agreement;
- (g) “**Encumbrance**” 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 been attached or perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any charges created by the Receivership Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (British Columbia) or any other personal property registry system; (iii) any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form; or (iv) any agreement, lease, license, option or claim, easement, right of way, restriction, execution or other encumbrance (including any notice or other registration in respect of the foregoing) affecting title to or ownership of the Purchased Assets or any part thereof or interest therein, including those set out in Schedule “A”;
- (h) “**Government Entity**” means (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise), (ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government, (iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions, and (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association;
- (i) “**Permitted Encumbrances**” means the encumbrances set out in Schedule “B”;
- (j) “**Purchased Assets**” means the real property located at 6050 2nd Street, Grand Forks, BC, with the following legal description:

Parcel identifier: 007-377-878

THAT PART OF AMENDED LOT 3 (H365) DISTRICT LOT 534 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 21622 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEING THE SOUTH WEST CORNER OF AMENDED LOT 3 (H365) THENCE HEADING EASTERLY ON THE SOUTHERLY BOUNDARY OF SAID AMENDED LOT 3 FOR A DISTANCE OF 715 FEET THENCE NORTHERLY FOR A DISTANCE OF 404.35 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID AMENDED LOT 3 FOR A DISTANCE OF 715 FEET TO A POINT BEING THE

NORTH WESTERLY MOST CORNER OF SAID AMENDED LOT 3
THENCE SOUTHERLY ON THE WESTERLY BOUNDARY OF SAID
AMENDED LOT 3 FOR A DISTANCE OF 404.35 FEET TO A POINT
BEING THE POINT OF COMMENCEMENT

For clarity, the Purchased Assets include the two five-thousand-pound cranes affixed to the real property.

- (k) “**Purchase Price**” means CA [REDACTED] plus applicable Tax;
- (l) “**Tax**” means any domestic or foreign federal, provincial or municipal taxes or other impositions by any Government Entity, including Transfer Taxes, goods and services taxes, excise taxes, property taxes and other charges of a similar nature; and
- (m) “**Transfer Tax**” means all goods and services, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve and all similar taxes, duties or other like charges, however denominated (including property transfer taxes and provincial or harmonized sales taxes), in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the Transaction, regardless of whether the Government Entity seeks to collect the Transfer Tax from the Receiver or the Purchaser.

Purchase and Sale

2. Subject to the terms and conditions of this Agreement, the Vendor agrees to sell and the Purchaser agrees to purchase the Purchased Assets for the Purchase Price on the Closing Date, free and clear of all Encumbrances (including, but not limited to those listed in Schedule “A”), except for the Permitted Encumbrances set out Schedule “B”. The Purchaser acknowledges and agrees that on Closing, it will become responsible for all Assumed Liabilities.
3. The Purchaser acknowledges that it is acquiring the Purchased Assets on an “as-is, where-is” basis. Without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by the Vendor, express or implied, arising at law, by statute or in equity or otherwise with respect to the Purchased Assets. The Purchaser further acknowledges that it has relied entirely on its own judgment and investigation with respect to the purchase of the Purchased Assets and is satisfied in all respects with the due diligence and investigations it has conducted.
4. In consideration of the sale of the Purchased Assets pursuant to the terms of this Agreement, the Purchaser will pay to the Receiver an amount equal to [REDACTED], plus applicable taxes, which the Purchaser will pay and deliver at Closing in accordance with the deliverables in paragraph 16.
5. The Parties acknowledge and agree that the Purchaser has paid the Deposit to be applied on account of the Purchase Price at the Closing.

Purchaser's Representations and Warranties

6. The Purchaser represents and warrants to the Vendor that:
 - (a) It is duly organized and validly existing under the laws of the Province of British Columbia;
 - (b) It has the requisite corporate power and authority to enter into, deliver and perform its obligations under this Agreement, or any necessary documents to effect this Transaction;
 - (c) Neither the Purchaser entering into this Agreement, nor performance of its terms, will result in the breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which the Purchaser is bound or subject; and
 - (d) It has sufficient funds available to pay the Purchase Price and that its obligations under this Agreement are not subject to any conditions regarding its ability to obtaining financing for the Purchase Price.

Covenants and Other Agreements

7. The Purchaser acknowledges and agrees that the Transaction and this Agreement are subject to approval of the Court.
8. The Receiver will use commercially reasonable efforts to obtain an order of the Court approving this Agreement and authorizing and directing the Receiver to perform its obligations under this Agreement, including authorising and directing the Receiver to execute such instruments of sale and transfers as the Receiver may deem necessary or desirable to transfer the Purchased Assets to the Purchaser, free and clear of all Encumbrances, other than the Permitted Encumbrances (the "**Vesting Order**"). The Vesting Order will be substantially in the form attached as Schedule "C".
9. The Receiver, on reasonable notice, will allow the Purchaser and its agents and contractors with reasonable access to the Purchased Assets prior to the Closing Date. The Purchaser acknowledges and agrees that the Receiver may require a representative to attend at such access, and that reasonable notice will include the Receiver making those arrangements for its representative to attend.

Tax Matters

10. The Purchaser will be responsible for all Transfer Taxes, fees and expenses in connection with the registration of the Vesting Order or transfer of the Purchased Assets that are payable to a Government Entity or other taxing authority. The Purchaser will promptly pay directly to the appropriate Government Entity or taxing authority all applicable Transfer Taxes, including property transfer tax, GST or other amounts that are properly payable by the Purchaser, and on request of the Receiver will furnish proof of direct payment of such amounts. The Purchaser will indemnify and hold the Vendor and its directors, officers, employees, advisors and agents harmless from any liability related to

the Vendor's failure to account for, or report and remit such taxes and such indemnity will survive the completion of the transactions contemplated herein.

11. Notwithstanding the above, the Vendor will cooperate with the Purchaser to execute any election available under applicable law that may reduce or defer the amount or due date of any GST, PST, or other tax payable by the Purchaser provided such election will not result in any increased cost or tax liability for the Vendor.

Conditions to Closing

12. The Parties obligation to effect the Closing and carry out the Transaction are subject to the satisfaction (or express written waiver by the Parties) of the following conditions:
 - (a) There will be no law or order preventing consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated;
 - (b) The Vesting Order will have been granted by the Court, in a form satisfactory to the Parties, each acting reasonably (the "**Court Approval Condition**"); and
 - (c) No action or proceeding (including the appeal, motion to vary, stay or vacate or motion for leave to appeal the Vesting Order) will be outstanding, pending or threatened that may challenge the Vesting Order, the Receivership Order or otherwise enjoin, restrict or prohibit the purchase and sale of the Purchased Assets.
13. The Receiver's obligation to effect the closing and carry out the Transaction are subject to satisfaction (or express written waiver by the Receiver) of the following additional conditions:
 - (a) the representations and warranties of the Purchaser under this Agreement will be true and correct;
 - (b) the covenants, obligations and agreements in this Agreement will be complied with the Purchaser on or before Closing; and
 - (c) each of the deliveries required under this Agreement have been delivered.
14. The Purchaser's obligation to effect the closing and carry out the Transaction are subject to satisfaction (or express written waiver by the Purchaser) of the following additional conditions:
 - (a) the covenants, obligations and agreements in this Agreement will be complied with the Receiver on or before Closing; and
 - (b) each of the deliveries required under this Agreement have been delivered.

Closing

15. The Closing will take place at 10:00am (Vancouver time) on the Closing Date. Legal title and equitable title to the Purchased Assets will transfer to the Purchaser and the Assumed Liabilities will transfer to the Purchaser at the Closing.

16. The Closing will take place two (2) business days after delivery of the following:
 - (a) The Receiver has delivered to the Purchaser written confirmation that the Purchased Assets are vacant and ready for possession;
 - (b) The Receiver will deliver to the Purchaser an entered copy of the Vesting Order; and
 - (c) The Purchaser will pay the Purchase Price in cash, minus the Deposit, by wire transfer of immediately available funds to an account or accounts designated by the Receiver.

Termination

17. This Agreement may be terminated prior to Closing: (a) by mutual written consent of the Receiver and the Purchaser; or (b) if an order is made prohibiting or otherwise precluding concluding the Transaction.


General

18. This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein. The Purchaser and Vendor irrevocably attorn to the jurisdiction of the courts of British Columbia.
19. The Agreement shall enure to and be binding upon the Purchaser and Vendor and their respective successors, trustees and assigns, as the case may be.
20. This Agreement constitutes the entire agreement between the parties and, except as stated, contains all of the covenants, representations and warranties of the parties. There are no verbal statements, covenants, representations, warranties, undertakings or agreements between the parties. This Agreement may not be amended or modified in any respect, except by written instrument executed by the parties.
21. The parties shall execute and deliver such further documents and instruments and do all such acts and things as may be reasonably necessary or required to carry out the full intent and meaning of this Agreement and to effect the transactions contemplated by this Agreement.
22. The Agreement may be executed in any number of counterparts, when all taken together, shall constitute a fully executed agreement that shall be binding upon all parties, with the same force and effect as if all parties had signed the same document. Any party to this agreement may effect delivery of its respective execution by counterpart *via* telecopy or other electronic transmission to any other party to this agreement and, in such case, shall provide an originally executed version of its execution upon request of any other party to this agreement.

[Signature page to follow]

IN WITNESS WHEREOF the Purchaser and Vendor have executed this Asset Purchase Agreement by the properly authorized representatives on the date first above written.

MNP Ltd. in its capacity as
Receiver of Unifab Industries Ltd. and
Sekwod Enterprises (2012) Ltd.
And not in its personal capacity



Per: Julie Kennedy, CIRP, LIT
Vice President

1444715 B.C. LTD.

DocuSigned by:
David Evdokimoff

Per: David Evdokimoff
Title: Director

DocuSigned by:
Natalie Evdokimoff

Per: Natalie Evdokimoff
Title: Director

Schedule "A"

Encumbrances to be Discharged

1. Mortgage, Registration No. CA7946272, registered December 20, 2019 in favour of Bank of Montreal.
2. Assignment of Rents, Registration No. CA7946273, registered December 20, 2019 in favour of Bank of Montreal.

Schedule "B"

Permitted Encumbrances

1. Statutory Right of Way, Registration No. CA8583425, registered November 20, 2020 in favour of FortisBC Inc.
2. Statutory Right of Way, Registration No. CA8583426, registered November 20, 2020 in favour of FortisBC Inc.

Schedule "C"

Draft Vesting Order

[Attached below]

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

**APPROVAL AND VESTING ORDER
(PROPERTY)**

BEFORE THE HONOURABLE

)
)
)

OCTOBER 27, 2023

THE APPLICATION of MNP Ltd., in its capacity as Court-appointed Receiver and Manager (the “**Receiver**”) of the assets, undertakings and properties of Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd. (collectively, the “**Debtor**”) coming on for hearing at Vancouver, British Columbia, on the 27th day of October, 2023; AND ON HEARING Lisa Hiebert counsel for the Receiver, and those other counsel listed on Schedule “A” hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the First Report of the Receiver dated October 18, 2023 (the “**First Report**”);

THIS COURT ORDERS AND DECLARES THAT:

Service and Definitions

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 hereby dispenses with further service thereof.
2. Capitalized terms used but not otherwise defined in this Order have the meaning given to them in the Asset Purchase Agreement dated October 17, 2023 (the “**Sale Agreement**”) between the Receiver and 1444715 B.C. Ltd. (the “**Purchaser**”), a copy of which is attached as Schedule “B” hereto.
3. In this Order, the following terms shall bear the meanings given to them below:
 - (a) “**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;
 - (b) “**Closing Date**” has the meaning given to it in the Sale Agreement;
 - (c) “**Encumbrances**” means the Claims, and any encumbrances or charges created by the Order of this Court dated July 17, 2023; all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and those Claims listed on Schedule “C” hereto, and for certainty, excludes the Permitted Encumbrances;
 - (d) “**Permitted Encumbrances**” means the encumbrances, easements and restrictive covenants listed on Schedule “D” hereto;

- (e) “**Property**” means the real property located at 6050 2nd Street, Grand Forks, BC with a legal description as set out on Schedule “E” hereto;

Approval of Sale Agreement

4. The sale transaction (the “**Transaction**”) contemplated by the Sale Agreement is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the Property.

Vesting of Assets and Liabilities

5. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule “F” hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Property shall vest absolutely in the Purchaser in fee simple, free and clear of and from the Encumbrances, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property.
6. Upon presentation for registration in the Land Title Office for the Land Title District of Kamloops of a certified copy of this Order, together with a letter from Fasken Martineau DuMoulin LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
- (a) enter the Purchaser as the owner of the Property, as identified on Schedule “E” hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in

respect of the Property, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Property is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

(b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Property all of the registered Encumbrances except for those listed on Schedule “D”.

7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Property shall stand in the place and stead of the Property, and from and after the delivery of the Receiver’s Certificate all Claims shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

General

8. The Receiver is to file with the Court a copy of the Receiver’s Certificate forthwith after delivery thereof.

9. Subject to the terms of the Sale Agreement, vacant possession of the Property shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date, subject to the Permitted Encumbrances.

10. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

11. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made by or in respect of the Debtor,

the vesting of the Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, 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 courts, tribunals, regulatory and administrative bodies are hereby 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.

13. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

14. 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:

Signature of Lisa Hiebert
Lawyer for the Receiver, MNP Ltd.

BY THE COURT

REGISTRAR

Schedule A – Appearance List

Counsel	Party

Schedule B – Sale Agreement

[Intentionally omitted]

Schedule C – Claims to be deleted/expunged from title to the Property

1. Mortgage, Registration No. CA7946272, registered December 20, 2019 in favour of Bank of Montreal.
2. Assignment of Rents, Registration No. CA7946273, registered December 20, 2019 in favour of Bank of Montreal.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Property**

1. The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.
2. Statutory Right of Way, Registration No. CA8583425, registered November 20, 2020 in favour of FortisBC Inc.
3. Statutory Right of Way, Registration No. CA8583426, registered November 20, 2020 in favour of FortisBC Inc.

Schedule E – Property

PARCEL IDENTIFIER: 007-377-878

THAT PART OF AMENDED LOT 3 (H365) DISTRICT LOT 534 SIMILKAMEEN DIVISION YALE DISTRICT PLAN 21622 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEING THE SOUTH WEST CORNER OF AMENDED LOT 3 (H365) THENCE HEADING EASTERLY ON THE SOUTHERLY BOUNDARY OF SAID AMENDED LOT 3 FOR A DISTANCE OF 715 FEET THENCE NORTHERLY FOR A DISTANCE OF 404.35 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID AMENDED LOT 3 FOR A DISTANCE OF 715 FEET TO A POINT BEING THE NORTH WESTERLY MOST CORNER OF SAID AMENDED LOT 3 THENCE SOUTHERLY ON THE WESTERLY BOUNDARY OF SAID AMENDED LOT 3 FOR A DISTANCE OF 404.35 FEET TO A POINT BEING THE POINT OF COMMENCEMENT

Schedule F – Receiver’s Certificate

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

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

RESPONDENTS

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Supreme Court of British Columbia (the "**Court**") dated July 17, 2023, MNP Ltd. was appointed the receiver and manager (in such capacity, the "**Receiver**") of the undertaking, property and assets of each of Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd.

B. Pursuant to an Order of the Court dated October 27, 2023, the Court approved the agreement of purchase and sale made as of October 17, 2023 (the "**Sale Agreement**") between the Receiver and 1444715 B.C. Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of all right, title and interest in and to the Property, which vesting is to be effective with respect to the Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (a) the payment by the Purchaser of the Purchase Price for the Property in accordance with the Sale Agreement; (b) that the conditions to Closing as set out in paragraphs 12 to 14 of the Sale Agreement have been satisfied or waived by the Receiver and/or the Purchaser, as applicable; and (c) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings given to them in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Property payable on the Closing Date in accordance with the Sale Agreement;
2. The conditions to Closing as set out in paragraphs 12 to 14 of the Sale Agreement have been satisfied or waived by the Receiver and/or the Purchaser, as applicable; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [Time] on _____, 2023.

MNP Ltd., in its capacity as receiver and manager of the undertakings, property and assets of Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd., and not in any other capacity

Per: _____
Name: Julie Kennedy, CIRP, LIT
Title: Vice President

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

APPROVAL AND VESTING ORDER

FASKEN MARTINEAU DUMOULIN LLP

Barristers and Solicitors
550 Burrard Street, Suite 2900
Vancouver, BC, V6C 0A3
+1 604 631 3131

Counsel: Lisa Hiebert
E-mail: lhiebert@fasken.com
Matter No: 278733.00019

Appendi “C”

In the Matter of the Receivership of
Unifab Industries Ltd. and Sekwod Enterprises (2012) Ltd.

Interim Statement of Receipts and Disbursements
For the period ending October 6, 2023

RECEIPTS

Cash on Hand	180.00
Collection of Accounts Receivable	62,568.37
Sale of Assets	49,708.00
GST Collected	<u>2,485.40</u>

TOTAL RECEIPTS 114,941.77

DISBURSEMENTS

Appraisal Fees	4,850.00
Advertising	182.81
Contract Labour	7,325.00
Filing Fees	115.30
Ascend License Fee	275.00
GST Paid	1,017.98
PST Paid	19.25
Insurance premiums	18,817.42
Computer Services	593.97
Lock Change	1,079.86
Other: Travel / Courier	1,375.19
Redirection of Mail	515.00
Stock Taking and Possession	1,763.73
Supplies	208.24
Utilities	4,069.95
Payment to secured creditors	<u>38,456.76</u>

TOTAL DISBURSEMENTS 80,665.46

BALANCE ON HAND 34,276.31

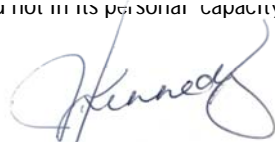
Deposit on Sale of Assets held in separate trust account 262,500.00

Dated at the City of Vancouver, in the Province of British Columbia, this 18th day of October, 2023

MNP Ltd.

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

and not in its personal capacity



Suite 1600, MNP Tower, 1021 West Hastings Street
Vancouver, BC V6E 0C3

Appendi “D”

Summary of Professional Fees Receiver

Period Covered	Fees ()	Taxes ()	Total ()
July 12, 2023 to July 31, 2023	72,633.80	3,631.69	76,265.49
August 1, 2023 to August 31, 2023	70,979.35	3,548.97	74,528.32
September 1, 2023 to September 30, 2023	43,760.90	2,188.05	45,948.95
GRAND TOTAL	187,374.05	9,368.71	196,742.76

Appendi “E”

Summary of Time Receiver
(in relation to Receiver's accounts referenced in Appendix D)

CONSOLIDATED TIME BY PROFESSIONAL

Professional	Position	Average Rate Hour ()	No. of Hours	Time Value ()
Greg Ibbott	Trustee/Sr. Mgr.	660	39.70	26,202.00
Julie Kennedy	Trustee/Sr. Mgr.	560	156.40	87,584.00
Seamus Boyle	Trustee/Mgr.	481	40.05	19,264.05
Kevin Koo	Mgr.	442	108.15	47,802.30
Temitope Muraina	Sr. Consultant	402	13.50	5,427.00
Elizabeth Chen	Trust Accountant	402	11.70	4,703.40
Julia Noort	Admin. Assistant	245	28.50	6,982.50
Various	Support Staff	303	16.40	4,968.80
Courtesy Discount				(15,560.00)
Total			414.40	187,374.05

Appendix “F”

Summary of Legal Fees and Disbursements Fasken Martineau DuMoulin LLP

Period Covered	Fees ()	Disbursements ()	Taxes ()	Total ()
July 24, 2023 to August 25, 2023	9,640.00	-	1,156.80	10,796.80
September 5, 2023 to September 30, 2023	9,737.50	12.16	1,168.59	10,918.25
GRAND TOTAL	19,377.50	12.16	2,325.39	21,715.05

Appendi “G”

Summary of Time Fasken Martineau DuMoulin LLP
(in relation to legal accounts referenced in Appendix F)

CONSOLIDATED TIME BY PROFESSIONAL

Professional	Position	Average Rate Hour ()	No. of Hours	Time Value ()
Lisa Hiebert	Partner	\$ 700.00	24.1	\$ 16,870.00
Rebecca Barclay Nguinambaye	Associate	\$ 425.00	5.9	\$ 2,507.50
Total			<u>30</u>	<u>19,377.50</u>