This is the 3rd Affidavit
of Jordan Beaulieu in this case
and was made on November 19, 2026

No. S-267204
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

1608083 B.C. LTD.

RESPONDENT

AFFIDAVIT

I, Jordan Beaulieu, Legal Assistant, of 2900 – 550 Burrard Street, Vancouver, B.C., SWEAR THAT:

1. I am a Legal Assistant in the law firm Fasken Martineau DuMoulin LLP, solicitors for AlixPartners Restructuring, Inc. in its capacity as court-appointed receiver and manager (the "**Receiver**") of the Respondent, and formerly as Receiver of Canstar Restorations Limited Partnership ("**Canstar LP**"), Canstar Restorations GP Inc., and L.U.N.A. Restorations Inc. (collectively the "**Canstar Group**") and as such I have personal knowledge of the facts deposed to in this affidavit except where stated to be on information and belief, in which case I verily believe the information and the resulting statements to be true.

Correspondence from MBW and Li Zhi Luo

2. On October 20, 2026 at 11:44 a.m., Kibben Jackson sent an email to Li Zhi Luo, also known as Max Luo ("**Mr. Luo**") in response to MBW's service of its Amended Notice of Appeal. At 12:32 p.m. on October 20, 2026, Mr. Luo sent a reply email on behalf of MBW. Now produced and shown to me and marked as **Exhibit "A"** is a true copy of that email chain.

3. On October 22, 2026, Mr. Luo sent an email to myself and Mr. Jackson, albeit at the wrong email addresses, bearing the subject "URGENT STATUTORY DEMAND FOR PRODUCTION BY 12:00 P.M. TODAY & JURISDICTIONAL INQUIRY". Copied on the email correspondence was also the Receiver and Mr. William Roberts, counsel to the Petitioner, Bank of Montreal, who I understand forwarded the email to the correct email addresses for Mr. Jackson and Jessica Cameron. Now produced and shown to me and marked as **Exhibit "B"** is a true copy of that email.

4. On November 11, 2026, Mr. Luo sent an email to the Receiver and counsel bearing the subject "S-267204 – MBW Canada Holding Inc. – Formal demand for production and confirmations before any distribution". Now produced and shown to me and marked as **Exhibit "C"** is a true copy of that email.

5. On November 12, 2026, Ms. Cameron sent an email in response to Mr. Luo's November 11, 2026 email. Now produced and shown to me and marked as **Exhibit "D"** is a true copy of that email.

6. On November 13, 2026, Mr. Luo sent a further email in reply to Ms. Cameron's November 12, 2026 email. Now produced and shown to me and marked as **Exhibit "E"** is a true copy of that email.

7. On the evening of Sunday, November 15, 2026, Mr. Luo sent a further email to counsel for the Receiver. Now produced and shown to me and marked as **Exhibit "F"** is a true copy of that email.

8. On November 17, 2026, Mr. Jackson sent an email in response to Mr. Luo's November 15, 2026 email. Now produced and shown to me and marked as **Exhibit "G"** is a true copy of that email.

9. On November 18, 2026, Mr. Luo sent two separate further email correspondence to counsel for the Receiver, including a Notice of Hearing which indicated a hearing date of Wednesday November 27, 2026. Now produced and shown to me and marked as **Exhibits "H"**, **"I"** and **"J"** respectively are copies of each of Mr. Luo's email correspondence on that date and MBW's Notice of Hearing.

10. On November 19, 2026, Mr. Jackson sent an email to Mr. Luo advising that counsel for the Receiver were not available for a hearing on November 27, 2026 and that the matter had been assigned to Justice Stephens and could not proceed in front of another Justice. Mr. Jackson also sent an email to the Court's scheduling desk, copied to Mr. Luo, respecting the scheduling of both the Receiver's application and MBW's application. Now produced and shown to me and marked as **Exhibits "K"** and **"L"** respectively are copies of both of Mr. Jackson's emails on that date.

Prior Application to Disqualify DLA Piper

11. Now produced and shown to me and marked as **Exhibit "M"** is a true copy of MBW's Notice of Application dated October 23, 2025 seeking to disqualify DLA Piper from acting for Canstar LP in Court File No. S218371 (the "**Prior MBW Disqualification Motion**").

12. Now produced and shown to me and marked as **Exhibit "N"** is a true copy of the affidavit of Li Zhi Luo sworn October 21, 2025 in support of the Prior MBW Disqualification Motion.

13. Now produced and shown to me and marked as **Exhibit "O"** is a true copy of Canstar's Application Response dated November 13, 2025 to the Prior MBW Disqualification Motion.

14. Now produced and shown to me and marked as **Exhibit "P"** is a true copy of the order dismissing the Prior MBW Disqualification Motion.

MBW Foreclosure Proceeding

15. I am advised by Kibben Jackson, a partner with Fasken's insolvency and restructuring group and legal counsel to the Receiver in the within proceedings, and honestly believe that mortgagees of MBW's hotel property in Maple Ridge, British Columbia, have commenced foreclosure proceedings in Supreme Court of British Columbia Action No. H261238 (the "**Foreclosure Proceeding**"). Mr. Luo copied Mr. Jackson, Ms. Cameron and counsel in the Canstar litigation on correspondence concerning MBW's response to the Foreclosure Proceeding.

16. On November 10, 2026, Mr. Luo sent an email, including to Mr. Jackson and Ms. Cameron, attaching filed copies of MBW's and Mr. Luo's application materials in the Foreclosure

Proceeding. Now produced and shown to me and marked as **Exhibit "Q"** is a true copy of that email and correspondence, together with the Notice of Application of MBW and Mr. Luo filed in the Foreclosure Proceeding.

MBW Appeal of RVO

17. Now produced and shown to me and marked as **Exhibit "R"** is a copy of MBW's Written Argument in support of its Application for Leave to Appeal in Court of Appeal File No. CA51922.

18. I swear this affidavit to place the foregoing correspondence and Court materials before the Court as part of the Receiver's response to the Notice of Application of MBW dated November 6, 2026, and for no improper purpose.

SWORN, BEFORE ME at Vancouver, British Columbia, on November 19, 2026

A Commissioner for taking Affidavits for British Columbia

JORDAN BEAULIEU

HEIDI N. ESSLINGER
Barrister & Solicitor
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4885

This is Exhibit "**A**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: October-20-26 1:33 PM
To: Kibben Jackson
Cc: artinfiniti.ca@gmail.com; robert.kofman; ben.luder; tony.trifunovic@alixpartners.com; Jordan Beaulieu; Tiffany Bennett; ccurran@lawsonlundell.com; jp.bogden@blakes.com; Clayton Rubinstein; dchong@pllr.com; wroberts; bhunt@lawsonlundell.com; jmaslen@lawsonlundell.com; rlaity; Hennigar, Andrew; graham.flater@fulcrumcapital.ca; greg.collings@fulcrumcapital.ca; bkofman@ksvadvisory.com; Jessica Cameron; Tom Posyniak
Subject: Re: RE: CA51922 – MBW Canada Holding Inc. – Service of Filed Amended Notice of Appeal (BCSC S-267204, Order of October 9, 2026)

Dear Mr. Jackson,

We write in response to your email of today's date (October 20, 2026 at 11:44 a.m.) on behalf of the Receiver, AlixPartners Restructuring, Inc., requesting MBW Canada Holding Inc.'s position by 4:00 p.m. today regarding your proposal to set an expedited hearing of MBW's leave to appeal and appeal in CA51922 on or before November 6, 2026.

1. MBW'S APPEAL AND STAY / HOLDBACK RELIEF ARE NOT MOOT

Your assertion that MBW's appeal is "moot" is factually and legally incorrect:

(a) Undistributed Proceeds Remain Held in the Receiver's Account: As your email implicitly acknowledges (by noting MBW's opposition to distribution of the proceeds), and as confirmed in writing yesterday, the transaction proceeds remain held in the Receiver's Post-Receivership Account pursuant to Paragraph 12 of the Receivership Order and have not been distributed. Simultaneously, related Appeal No. CA51446 (heard by a three-justice division of the Court of Appeal on October 6, 2026) remains under reserve.

(b) Live Controversies Over Undistributed Funds, Prior-in-Time Set-Off, Insurance Carve-Outs, and Double Execution on MBW's Hotel: MBW's appeal and urgent applications squarely target live, ongoing rights and undistributed funds, including:
(i) The segregation and holdback of a $1,200,000.00 reserve covering MBW's $1,008,490.09 ($1,030,599.62 released May 6, 2026) statutory lien security deposit extracted from Court pursuant to Canstar's April 21, 2026 sworn "going concern" undertaking in CA51446 on the exact same day Canstar executed a concealed Forbearance Agreement admitting a $21,497,659.89 insolvency default to BMO (Exhibit "U", pp. 240-248);
(ii) The priority of MBW's prior-in-time 2021 contractual Counterclaim and equitable set-off exceeding $10,000,000 under s. 41(2)(a) of the Personal Property Security Act ("PPSA"), s. 34 of the Law and Equity Act, and Holt v. Telford, [1987] 2 S.C.R. 193 over BMO and over the purported June 29, 2026 $5,000,000.00 subordinated participation claimed by insider FCP Canstar Holdco Inc. / Fulcrum (Exhibit "S", pp. 286-305);
(iii) The preservation of Canstar's 2020-2022 Commercial General Liability (CGL) insurance policies and MBW's hotel fire insurance proceeds so that Action No. S-218371 may proceed against the liability

insurers; and
(iv) The immediate stay or cancellation of Judgment Registration No. CB2743352 registered against MBW's hotel title (PID: 002-901-803), particularly given that as of 10:09 a.m. this morning (October 20, 2026), counsel at DLA Piper emailed seeking to reset a Court Order Enforcement Act ("COEA") show cause hearing to force the sale of MBW's hotel under that same judgment despite Canstar having already extracted $1,030,599.62 in cash substitution security (99.2% of the principal judgment) on May 6, 2026 and having vested its liabilities to MBW into ResidualCo (1608083 B.C. Ltd.).

2. OBJECTION TO AN AMBUSH HEARING ON NOVEMBER 6, 2026 PENDING LEGAL ASSISTANCE REVIEW AND FULL PRODUCTION OF MISSING RECORDS

MBW does not agree to compress the statutory 30-day appeal preparation period into a 10-business-day timetable ending November 6, 2026, for two compelling procedural reasons:

First, following the withdrawal yesterday of MBW's former counsel (who confirmed in writing on the morning of October 19, 2026 that he lacks extensive knowledge of the PPSA and secured creditor remedies), the Court of Appeal Registry formally referred MBW this morning (October 20, 2026 at 9:55 a.m.) to the Court of Appeal Access Pro Bono Legal Assistance Program, and MBW has initiated the intake and conflict-check process with the designated program coordinator (Ms. James) today. Forcing a combined leave and merits appeal hearing by November 6, 2026 before newly referred appellate counsel can review the record and before MBW's urgent applications are heard would severely prejudice procedural fairness.

Second, a review of the correspondence file transferred by our former counsel on October 17, 2026 reveals that prior to the October 8 and 9, 2026 RVO hearings, MBW was only provided with the 647-page (657-page) Affidavit #1 of Jesse Agassiz sworn September 21, 2026 for the initial receivership petition, whereas critical RVO application materials and underlying financial, employment, and post-closing records remain missing or sealed.

3. FORMAL DEMAND FOR PRODUCTION OF RECORDS FOR REVIEW BY NEW COUNSEL

In order for MBW and our newly referred appellate counsel to properly assess your claim of "mootness", verify whether the post-RVO outcome actually matches the representations and grounds advanced to obtain the RVO, and prepare our appellate and holdback submissions prior to scheduling the hearing, we formally request that the Receiver and Petitioner immediately produce the following eight (8) categories of documents and records:

(1) Complete October 7-9, 2026 RVO Application Record & Sealed Materials: Complete copies of all materials contained in Fasken's October 7, 2026 OneDrive link ("Canstar Hearing Materials - October 8, 2026"), the Receiver's Notice of Application for the RVO, the First Report of the Receiver dated October 7, 2026 (with all appendices), Affidavit #2 of Jordan Beaulieu sworn October 8, 2026, and theEntered Sealing Order dated October 8, 2026 together with the unredacted Confidential Supplement and complete executed Subscription / Purchase Agreement (subject to appropriate counsel confidentiality undertakings);

(2) Post-RVO Implementation vs. Pre-RVO Representations & Post-Receivership Account Statement: (a) A current accounting of the exact sale proceeds held in the Receiver's Post-Receivership Account under Paragraph 12 of the Receivership Order and the proposed distribution schedule; and (b) closing and

post-closing records demonstrating whether the actual post-RVO result matches the representations and grounds advanced to the Court when applying for the RVO;

(3) Official Full-Time Employee Verification Records (113 Actual Full-Time Employees vs. 339 to 399 Claimed): Canstar's official CRA PD7A payroll remittance summaries, T4 Summaries, WorkSafeBC payroll assessment records, and the schedule of transferred employees under the Purchase Agreement verifying the actual number of full-time employees retained (113 full-time employees in government records versus the 339 to 399 employees represented to justify an extraordinary RVO under Harte Gold);

(4) Bank Wire Statements for Fulcrum's Purported $5,000,000.00 Subordinated Participation: Verified bank wire transfer confirmations, bank statements, and accounting ledgers proving actual, irrevocable cash transfer of the purported June 29, 2026 $5,000,000.00 Subordinated Participation claimed by FCP Canstar Holdco Inc. / Fulcrum (Exhibit "S", pp. 286-305, entered into two months after the April 21, 2026 default), which are entirely absent from the 647-page Agassiz Affidavit;

(5) Underlying Documents Collateralizing & Sweeping MBW's $1,030,599.62 Court Deposit and Hotel Fire Insurance to BMO: (a) Complete bank statements and loan ledgers tracing the May 6, 2026 receipt of MBW's $1,030,599.62 statutory court security deposit and its 100% cash sweep to BMO pursuant to the "Art Infiniti Prepayment Trigger Event" (Fourth ARCA s. 1.1, p. 43; s. 9.5, p. 83; pp. 58-60); and (b) the executed Assignment of Insurance Proceeds for the Art Infiniti project referenced in Schedule F, Item 18 (p. 130 / p. 142) of the Fourth ARCA, together with any purported owner consent or authorization;

(6) Corporate Ownership & Ultimate Beneficial Ownership (UBO) Records: The central securities registers, register of directors, and Ultimate Beneficial Ownership (UBO) disclosures for the Purchaser (Premium Restoration Ltd.), Canstar, and FCP Canstar Holdco Inc. / Fulcrum, to verify whether any insiders, sponsors, or management hold direct or indirect interests in the Purchaser;

(7) 2020-2022 Commercial General Liability (CGL) Insurance Policies: Complete policy declarations and wordings for Canstar's 2020-2022 CGL insurance policies responding to MBW's property damage and defective workmanship claims in BCSC Action No. S-218371; and

(8) Clarification of Authority & Standing Regarding Judgment Registration No. CB2743352 and Today's COEA Threat: Written confirmation from the Receiver as to whether Judgment No. CB2743352 (registered April 20, 2026 against MBW's hotel title, PID: 002-901-803) was vested into ResidualCo (1608083 B.C. Ltd.) or transferred elsewhere under the RVO, and on whose instructions and legal authority DLA Piper sent its email at 10:09 a.m. today (October 20, 2026) seeking to reset a COEA show cause hearing against MBW's hotel.

4. NEXT STEPS ON SCHEDULING AND PRESERVATION OF STATUS QUO

Once the above materials are provided so that we may deliver them to our newly referred counsel for review and advice, MBW will promptly confer with you and the Registrar to establish a fair and reasonable hearing schedule (or, alternatively, to address the holdback of the disputed funds, insurance carve-out, and discharge/stay of Judgment No. CB2743352 by way of a targeted order in the Supreme Court or on consent).

Pending further order of the Court of Appeal or the Supreme Court, please confirm that the Receiver will strictly maintain the status quo and make no distribution of proceeds from the Post-Receivership

Account.

Yours truly,

Luo Lizhi (Max Luo)
Owner and Authorized Representative, MBW Canada Holding Inc.
Tel: 604-767-5991 | Email: artinfiniti.ca@gmail.com

On Tue, Oct 20, 2026 11:44 AM, Kibben Jackson <kjackson@fasken.com> wrote:

Mr. Luo:

We are writing in our capacity as counsel for AlixPartners Restructuring, Inc., the Receiver of the assets and undertakings of ResidualCo (formerly the Canstar Group).

We have now had the opportunity to review MBW Canada Holding Inc.'s ("**MBW**") Amended Notice of Appeal filed in the above-referenced proceeding. We are of the view that the proposed appeal is meritless and is, in any event, moot.

We are concerned that MBW may seek to rely upon the fact of the extant appeal proceeding as a basis for opposing any distribution of the proceeds of the transaction (which we confirm completed on October 9, 2026). For that reason, we are of the view that MBW's application for leave to appeal (and its appeal, should leave be granted or not required) be heard on an expedited basis. We see no reason why the leave application could not be heard by November 6, 2026, at the latest.

We will be writing to the Registrar of the Court of Appeal seeking a direction that MBW's leave application be heard as soon as practicable, and would ask that you confirm that MBW is amenable to proceeding on an expedited basis.

Please reply to this email to confirm MBW's position by no later than 4:00 p.m. today, October 20, 2026.

Sincerely,

Kibben Jackson*
Partner
T +1 604 631 4786|**kjackson@fasken.com**
Fasken Martineau DuMoulin LLP
*Law Corporation

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: Monday, October 19, 2026 4:58 PM
To: wroberts <wroberts@lawsonlundell.com>; bhunt@lawsonlundell.com; jmaslen@lawsonlundell.com; Kibben Jackson <kjackson@fasken.com>; Jessica Cameron <jcameron@fasken.com>; rlaity <rlaity@blg.com>; Hennigar, Andrew <ahennigar@blg.com>; graham.flater@fulcrumcapital.ca; greg.collings@fulcrumcapital.ca

Cc: robert.kofman <robert.kofman@alixpartners.com>; ben.luder <ben.luder@alixpartners.com>; tony.trifunovic@alixpartners.com; Jordan Beaulieu <jbeaulieu@fasken.com>; Tiffany Bennett <tbennett@fasken.com>; ccurran@lawsonlundell.com; jp.bogden@blakes.com; Clayton Rubinstein <crubinstein@pllr.com>; dchong@pllr.com
Subject: CA51922 – MBW Canada Holding Inc. – Service of Filed Amended Notice of Appeal (BCSC S-267204, Order of October 9, 2026)

Dear Counsel,

Re: Court of Appeal for British Columbia, File No. CA51922 – Appeal of the Order Made After Application (Transaction Approval and Reverse Vesting Order) of Mr. Justice Stephens pronounced October 9, 2026 in BCSC Action No. S-267204

Please find attached, by way of service, a copy of the Amended Notice of Appeal (Form 1) of MBW Canada Holding Inc., filed in the Court of Appeal for British Columbia, Vancouver Registry, on October 19, 2026.

Please direct all correspondence and service of documents for MBW Canada Holding Inc. in this appeal to:

MBW Canada Holding Inc.
Attention: Luo Lizhi also known as Max Luo
950 Greenwood Road
West Vancouver, BC V7S 1X7
Phone: 604-767-5991
Email address for service: artinfiniti.ca@gmail.com

If you are not authorized to accept service on behalf of the party you represent, please advise promptly and provide that party's address for service.

Yours truly,

Luo Lizhi (Max Luo)
Sole Director and Authorized Representative
MBW Canada Holding Inc.

This email contains privileged or confidential information and is intended only for the named recipients. If you have received this email in error or are not a named recipient, please notify the sender and destroy the email. A detailed statement of the terms of use can be found at the following address: **https://www.fasken.com/en/terms-of-use-email/**.

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This is Exhibit "**B**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

From: Max Luo
Sent: Thursday, October 22, 2026 8:23 AM
To: kjackson@faskin.com; jbeaulieu@faskin.com; bkofman@alixpartners.com; graham.flater@fulcrumcapital.ca; greg.collings@fulcrumcapital.ca; William Roberts (3163)
Subject: URGENT STATUTORY DEMAND FOR PRODUCTION BY 12:00 P.M. TODAY & JURISDICTIONAL INQUIRY (Pre-Filing Report Sec. 1.3(2) & Rule 7-1(8)) – BCSC No. S-267204 & BCCA Nos. CA51446 / CA51922

EXTERNAL EMAIL - This email was sent by a person from outside your organization.

Sirs and Counsel,

In advance of today's Court of Appeal conference in File Nos. CA51922 / CA51446 and the pending application in BC Supreme Court Action No. S-267204 (Form 32), MBW Canada Holding Inc. ("MBW") serves this formal notice and statutory demand based strictly on the face of your own filed materials—namely, the Receiver's Pre-Filing Report dated September 25, 2026 (the "Pre-Filing Report"), the First Report dated October 7, 2026, the 647-page First Affidavit of Jesse Agassiz sworn September 21, 2026, and the archive of 19 underlying emails disclosed on October 17, 2026:

1. TO FASKEN & THE RECEIVER – DEMAND FOR COURT-FILED AUTHORITY & NATIVE (.EML) RECORDS FOR THE OCTOBER 6, 2026 COURT OF APPEAL HEARING (CA51446) BY 12:00 P.M. TODAY:
- In late September 2026 (initial contact September 22, formal retainer executed September 28, 2026), MBW independently retained your partner at Fasken (Mike) to address the October 6, 2026 hearing of Appeal CA51446 (governing MBW's $1,008,490.09 statutory Builders Lien Act security) and the related October 16 hotel sale application filed September 17. Because you omitted MBW as a secured creditor and failed to serve notice in S-267204, MBW had no knowledge on September 28 that the Receivership Order was pronounced that very day. On September 30, 2026, Fasken abruptly terminated Mike's retainer citing a conflict of interest with this receivership, forcing MBW to retain replacement counsel (Andy, K.C. for the October 6 appeal hearing in CA51446, and Clayton Rubinstein of PLLR for the October 16 matter).

- Under Paragraphs 3 and 10–12 of the September 28, 2026 Receivership Order, Canstar's management and external counsel lost all independent authority to conduct litigation and all proceedings were legally stayed as of September 28. Yet on October 6, 2026—without any Notice of Receivership, Form 18, or stay-lifting consent filed in the Court of Appeal—counsel appeared on behalf of Canstar opposite MBW's appellate counsel (Andy, K.C.) in CA51446 and argued the appeal until the three-justice panel reserved judgment.
- PLEASE PRODUCE BY NO LATER THAN 12:00 P.M. (NOON) PDT TODAY, OCTOBER 22, 2026:
(a) Any court-stamped authorization or stay-lifting consent filed in CA51446 on or before October 6, 2026;
(b) All instructions and emails exchanged between Fasken, the Receiver, Canstar's counsel, and BMO's counsel between September 28 and October 6, 2026 in NATIVE (.EML) FORMAT with unaltered server timestamps; and
(c) A written explanation as to why, 48 hours after the October 6 appeal hearing, all counsel appeared before Justice Stephens on October 8–9, 2026 and concealed the fact that the Court of Appeal had just heard CA51446 and reserved judgment, abandoned the October 13 continuation date ("026 Requisition setting continuation hearing for Oct. 13, 2026.PDF") on October 9 afternoon while MBW's director was kept out of court under assurances that the afternoon session was strictly about fees and that MBW had a "7-day holdback window" until October 16, and prematurely issued the Receiver's Certificate on Day 6 (October 15, 2026) in breach of Section 6.0(2)(o)(i) at Page 19 of the Pre-Filing Report requiring a final order "not subject to any appeal."

2. TO FULCRUM (FLATER & COLLINGS) & BMO – THE FOUR SIMULTANEOUS APRIL 21, 2026 INSTRUMENTS, 2025 RESTATEMENTS (PAGE 7) & PRIOR RESTRUCTURING PATTERN (G.I. SPORTZ):
- Public records confirm that controlling shareholder Fulcrum (which acquired Canstar in July 2016 through Fund V, closed in July 2015 and now at its 10-year maturity; U.S. SEC Exempt Reporting Adviser File No. 802-125774 / CRD #320927) and Mr. Bobby Kofman (formerly KSV, merged into AlixPartners on June 1, 2026; internal advisor to Canstar since February 14, 2026 per Page 2, Sec. 1.1(1)) previously executed an identical receivership structure in G.I. Sportz Inc. / Kore Outdoor (where Mr. Collings served as Chairman), dumping liabilities into a numbered shell with the same verification disclaimer now at Page 5, Section 1.3. Moreover, the RVO purchaser (Premium Restoration Ltd.) is represented by BLG—the same firm acting for Canstar against MBW in S-218371 and CA51446.
- Against a backdrop of "material accounting restatements" in fiscal 2025 and an unaudited net loss of $30,504,000 CAD / accumulated deficit of $69,642,000 CAD (Pre-Filing Report, Page 7, Sec. 2.1(3)–(4)), on the exact same date—April 21, 2026—four contradictory instruments were signed:
(i) Director Graham Flater personally signed Appendix "B" (Page 35) to launch an insolvency sale (SISP);
(ii) Canstar signed Exhibit "U" (Page 16) acknowledging $21,497,659.89 in defaulted debt to BMO;
(iii) CFO Santosh Mohanan signed Exhibit "Q" (Pages 405–406) assigning Art Infiniti project insurance to BMO; and
(iv) On that exact same day, April 21, 2026, CFO Mohanan swore in the Court of Appeal (CA51446) that "Canstar is a going concern" to extract MBW's $1,008,490.09 statutory Security on April 30, 2026 and sweep it within 3 banking days to BMO to offset interest under Pages 43 and 83 without MBW's signature.

3. MANDATORY PRODUCTION BY 12:00 P.M. (NOON) PDT TODAY UNDER PRE-FILING REPORT PAGE 5, SEC. 1.3(2), BIA S. 246 & RULE 7-1(8):
Because the Receiver disclaimed any audit, verification, or liability at Page 5, Section 1.3(1)–(3) and directed that any party "should perform its own diligence," produce BY NO LATER THAN 12:00 P.M. (NOON) PDT TODAY, OCTOBER 22, 2026:
(a) Complete copies of Canstar's 2020–2022 CGL policies, D&O policies, Fulcrum's GPL/E&O policies, Exhibit "Q" files, and confirmation that MBW's claims have been tendered to those insurers, Fulcrum Fund V's LPAC, and independent fund auditors;
(b) Verified bank wire confirmations (SWIFT / wire receipts) proving cash advancement by Fulcrum for its purported $5,000,000 participation (Exhibit "S") and $23,400,000 claim, plus BMO's ledgers showing the receipt and interest-offset of MBW's $1,008,490.09 Security after April 30, 2026;
(c) The 2025 "material accounting restatement" working papers (Page 7) and April 21, 2026 internal authorizations; and
(d) The complete Ultimate Beneficial Ownership ("UBO") register of the purchaser (Premium Restoration Ltd.) and written confirmation of the current balance of the ~$10,000,000 RVO sale proceeds held undistributed in trust under Paragraph 12 of the RVO.

TAKE NOTICE that pending judicial determination in CA51922 / CA51446 and S-267204, all ~$10,000,000 RVO sale proceeds (including a segregated $1,008,490.09 plus interest / $1,200,000 Reserve) must remain strictly frozen in trust under Paragraph 12 of the RVO, and no enforcement or sale steps may be taken against MBW's hotel property (having already extracted MBW's $1,008,490.09 statutory s. 24 security). Any failure to produce the above records by 12:00 p.m. today will be relied upon for immediate adverse evidentiary inferences and mandatory relief before the Court of Appeal and Supreme Court. Furthermore, this correspondence and the complete evidentiary record are being filed directly with the Office of the Superintendent of

Bankruptcy (OSB) and relevant regulatory authorities pursuant to the BIA.

Luo Lizhi (Max Luo)
Sole Director and Authorized Representative
MBW Canada Holding Inc.
Email: artinfiniti.ca@gmail.com | Tel: 604-767-5991
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This is Exhibit "**C**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: November-11-26 2:14 PM
To: robert.kofman; Kibben Jackson; Jessica Cameron; Jordan Beaulieu; Tiffany Bennett
Cc: wroberts; bhunt; jmaslen@lawsonlundell.com; Hennigar, Andrew; rlaity
Subject: S-267204 – MBW Canada Holding Inc. – Formal demand for production and confirmations before any distribution (CONF#112261111070)

Dear Mr. Kofman and Counsel:

I write on behalf of MBW Canada Holding Inc. ("MBW"), of which I am the sole director, regarding the Receiver's proposed distribution and fee approval application in S-267204 (CONF#112261111070).

1. The Receiver's obligations

AlixPartners is a court-appointed officer. Under s. 247 of the Bankruptcy and Insolvency Act, it must act honestly and in good faith and deal with the property in a commercially reasonable manner, and it owes duties of neutrality and candour to the Court and to every affected stakeholder, not only to the secured lender that sought its appointment. MBW is directly affected: the RVO channelled MBW's counterclaim in S-218371 and the April 21, 2026 undertaking given in CA51446 into ResidualCo while separating or encumbering related Art Infiniti insurance rights, and the Receiver now seeks to distribute the proceeds. MBW is entitled to verify the basis of any distribution before it is made.

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The Court of Appeal heard the merits of CA51446 on October 6, 2026 and reserved judgment, two days before the RVO hearing began on October 8, 2026. Fasken knew of that hearing from MBW's retainer. Please confirm whether the Receiver's affidavits, reports or submissions for the October 8–9 hearing (including the affidavit of Ms. Beaulieu) informed the Court that CA51446 had been heard and was under reserve, and if so, where.

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PT)

A1. Records of the receipt and application of the $1,030,599.62 court deposit paid out to Canstar in CA51446, including whether and when it was swept or applied to BMO indebtedness.

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6. Itemized response and consequences

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Please continue to preserve all records relating to these matters, as requested in MBW's letter of October 23, 2026. Nothing in this letter waives MBW's solicitor-client or litigation privilege.

Yours truly,

Luo Lizhi (also known as Li Zhi Luo), for MBW Canada Holding Inc.
artinfiniti.ca@gmail.com

This is Exhibit "**D**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

From: Jessica Cameron
Sent: November-12-26 8:39 AM
To: Max Luo; robert.kofman; Kibben Jackson; Jordan Beaulieu; Tiffany Bennett
Cc: wroberts; bhunt; jmaslen@lawsonlundell.com; Hennigar, Andrew; rlaity
Subject: RE: S-267204 – MBW Canada Holding Inc. – Formal demand for production and confirmations before any distribution (CONF#112261111070) [FMD-CANADA.FID14636996]

Good Morning Mr. Luo,

We acknowledge receipt of your email.

The Receiver has not yet served its proposed distribution application materials. Once finalized, they will be served on the Service List and will address the proposed distributions and funds to be retained.

MBW's production requests and related relief are already before the Court in MBW's Notice of Application. The Receiver will respond through its filed materials and at the hearing. It does not agree to the unilateral deadlines, production process or confirmations demanded in your email.

The Receiver and its counsel will preserve records in accordance with their legal obligations. All rights are reserved.

Yours truly,

Jessica Cameron (She/Her)
Partner
T +1 403 261 9468|**jcameron@fasken.com**
Fasken Martineau DuMoulin LLP

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Sent: Wednesday, November 11, 2026 2:14 PM
To: robert.kofman ; Kibben Jackson ; Jessica Cameron ; Jordan Beaulieu ; Tiffany Bennett
Cc: wroberts ; bhunt ; jmaslen@lawsonlundell.com; Hennigar, Andrew ; rlaity
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Please respond item by item, stating for each whether it will be produced and, if not, the specific reason.

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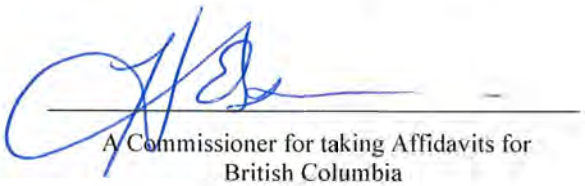
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Luo Lizhi (also known as Li Zhi Luo), for MBW Canada Holding Inc.
artinfiniti.ca@gmail.com

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Sworn before me this 19th day of
NOVEMBER, 2026



A Commissioner for taking Affidavits for
British Columbia

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Sent: November-13-26 12:03 AM
To: Jessica Cameron; Kibben Jackson; robert.kofman; Jordan Beaulieu; Tiffany Bennett wroberts; bhunt; jmaslen@lawsonlundell.com; Hennigar, Andrew; rlaity
Cc:
Subject: RE: S-267204 – MBW Canada Holding Inc. – Formal demand for production and confirmations before any distribution (CONF#112261111070) [FMD-CANADA.FID14636996]

Dear Ms. Cameron:

Thank you for your email of this morning.

1. The Receiver's response

MBW's letter of November 11, 2026 asked for an item-by-item response and said that a general refusal would be treated as a refusal of every item. Your email declines the deadlines, the production process and the confirmations without addressing any item. MBW will therefore treat it as a refusal of each item in Parts A and B and each confirmation in section 5, and will put both emails before the Court. MBW maintains every item in that letter, including section 2 and items A5 and A6.

Your email also does not identify any rule, privilege or other legal basis for withholding any of the items. Please state in writing by Monday, November 16, 2026 at 4:00 p.m. PT, for each item the Receiver declines to produce, the specific legal basis or privilege relied on. That requires no document collection.

2. Sequencing with the distribution application

You say MBW's production requests are already before the Court in MBW's Notice of Application served November 6, 2026. MBW agrees that the Court should decide them, and before any distribution is approved. Please confirm by Monday, November 16, 2026 at 4:00 p.m. PT:

(a) that the Receiver will ask that MBW's application be heard before, or together with, the Receiver's distribution application (CONF#112261111070);

(b) that no distribution will be made from the sale proceeds except under a further order made on notice to the Service List;

(c) that the distribution application will be served on at least the notice required by Rule 8-1(8) of the Supreme Court Civil Rules (8 business days). MBW will oppose any request to shorten that notice; and

(d) the current scheduling status of CONF#112261111070, including any hearing date that has been confirmed or proposed, so that MBW can set its own application down for hearing accordingly.

3. Documents the filed materials rely on

Many of the items MBW has asked for are documents that the Receiver's and BMO's own filed materials

describe or rely on. For example:

(a) the "term sheet and related security, amongst BMO, the Purchaser and others" (Affidavit #1 of Jesse Agassiz, para. 90) (item B2);

(b) the assignment of insurance proceeds in respect of the Art Infiniti hotel project, which is listed in Schedule F to the BMO Credit Agreement (Agassiz #1, Exhibit "B") (item A4);

(c) the receipt and application of the $1,030,599.62 paid out of court in CA51446, including whether it was applied to BMO indebtedness under s. 9.5 of the Credit Agreement (item A1);

(d) the actual funding, posting and accounting of the $5,000,000 under the Participation and Administration Agreement dated June 29, 2026 (Agassiz #1, para. 56 and Exhibit "S"; Pre-Filing Report, s. 2.6) (item A2);

(e) the security of LUNA Amalco (L.U.N.A. Restorations Inc., BC1570741) after the amalgamation of December 31, 2025, which BMO relies on through the Security Confirmation and amended registrations (Agassiz #1, paras. 48–52 and Exhibit "Q"), and any independent opinion on that security (item A3); and

(f) the unredacted SPA, the closing statement and the funds flow, on which the proposed distribution will depend (item B1).

Two corrections to my November 11 letter: the Art Infiniti assignment appears in Schedule F to the BMO Credit Agreement, not the SPA, and Exhibit "Q" to Agassiz #1 is the Security Confirmation, not the insurance assignment. Since the Participation Agreement itself is Exhibit "S", item A2 is limited to the funding and accounting records. The requests are otherwise unchanged.

If any item in Part B is said to be commercially confidential, MBW is prepared to sign a standard confidentiality undertaking on receipt, so confidentiality need not delay production.

The Pre-Filing Report states that AlixPartners has not audited or otherwise verified the information it relied on (s. 1.3(2)). Where a recipient's amount, priority or entitlement is disputed, MBW will ask the Court not to approve a distribution on unverified summaries alone.

4. Insurance

MBW is a claimant against Canstar in S-218371. Under s. 25 of the Insurance Act, R.S.B.C. 2012, c. 1, a person who obtains an unsatisfied judgment against an insured may recover against the insured's liability insurer. The Canstar group's liability policies that may respond to MBW's claims, and any release, settlement or assignment of rights under them, therefore directly affect MBW. To the extent any party claims through Canstar's contract claim against MBW, its rights are subject to MBW's defences and claims arising out of that contract (Personal Property Security Act, R.S.B.C. 1996, c. 359, s. 41(2)(a)). MBW again asks for the policies (item A4) and for the confirmation in section 5(ii).

5. What MBW will ask the Court

As a court officer, the Receiver owes duties to the Court and to all stakeholders, and under s. 247 of the Bankruptcy and Insolvency Act it must act honestly and in good faith. If the requested documents are

not produced, MBW will ask the Court, at or before the hearing of the distribution application:

(a) to direct production of specified documents and, if needed, cross-examination on the affidavits filed in support (Supreme Court Civil Rules, Rule 22-1(4)(a) and (c));

(b) to order that no distribution be made to Fulcrum Capital Partners V funds, Fulcrum or its affiliates, or Canstar Construction, and that at least $1,030,599.62 plus interest be held back, until production is complete and MBW's application is decided, including under s. 248(1) of the Bankruptcy and Insolvency Act;

(c) to draw the inferences that are appropriate from any failure to produce documents that are within the Receiver's or BMO's control (Lévesque v. Comeau, [1970] S.C.R. 1010); and

(d) to award costs.

MBW reserves all of its rights, including its rights of appeal under s. 193 of the Bankruptcy and Insolvency Act and the effect of s. 195 of that Act, to the extent it applies.

Thank you for confirming that records will be preserved. Nothing in this email waives MBW's solicitor-client or litigation privilege.

Yours truly,

Luo Lizhi (also known as Li Zhi Luo)
Director and Sole Shareholder, for MBW Canada Holding Inc.
artinfiniti.ca@gmail.com

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Jessica Cameron (She/Her)
Partner
T +1 403 261 9468 | **jcameron@fasken.com**

Fasken Martineau DuMoulin LLP

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6. Itemized response and consequences

Please respond item by item, stating for each whether it will be produced and, if not, the specific reason. A general refusal will be treated as a refusal of every item.

If the Part A items and confirmations are not provided by the deadline, MBW will put this letter and your response before the Court and seek: (a) orders compelling production; (b) an order that no distribution be made until production is complete and MBW's application is decided; (c) a review of the Receiver's conduct under s. 248(1) of the Bankruptcy and Insolvency Act; and (d) costs. MBW expressly reserves all other rights, including to seek variation of the RVO and leave to bring proceedings against the Receiver and its counsel.

Please continue to preserve all records relating to these matters, as requested in MBW's letter of October 23, 2026. Nothing in this letter waives MBW's solicitor-client or litigation privilege.

Yours truly,

Luo Lizhi (also known as Li Zhi Luo), for MBW Canada Holding Inc.
artinfiniti.ca@gmail.com

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This is Exhibit "**F**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026.

A Commissioner for taking Affidavits for
British Columbia

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: November-15-26 7:22 PM
To: robert.kofman; Kibben Jackson; Jessica Cameron; Jordan Beaulieu; Tiffany Bennett
Cc: wroberts; bhunt; jmaslen@lawsonlundell.com; ccurran@lawsonlundell.com; Hennigar, Andrew; rlaity; jp.bogden@blakes.com; jeffrey.bradshaw@ca.dlapiper.com
Subject: RE: S-267204 – MBW Canada Holding Inc. – Formal demand for production and confirmations before any distribution (CONF#112261111070) [FMD-CANADA.FID14636996]

Dear Mr. Kofman, Mr. Jackson and Ms. Cameron:

Re: Supreme Court of British Columbia, Vancouver Registry No. S-267204 – Bank of Montreal v. 1608083 B.C. Ltd. – Supplementary written inquiries arising from the unfiled November 13, 2026 distribution materials

I write on behalf of MBW Canada Holding Inc. ("MBW") as its Director and Sole Shareholder. This email follows MBW's emails of November 11 and 12, 2026, and does not withdraw or waive anything in them.

Please note that the following deadlines remain Monday, November 16, 2026 at 4:00 p.m. Pacific time, and are not extended or replaced by this email: (i) Part A (items A1 to A6) and the written confirmations in section 5 of MBW's November 11 email; and (ii) the legal basis for each refusal and the scheduling confirmations requested in sections 1 and 2 of MBW's November 12 email.

MBW has reviewed the unfiled materials served on November 13, 2026: the Notice of Application ("NOA"), the Receiver's Second Report (the "Second Report"), Affidavit #1 of Kibben Jackson, and the affidavit of Robert Kofman, together with the Court's reasons indexed as 2026 BCSC 2216. Those materials still do not address several key facts and documents, and contain some inconsistencies on their face.

So that MBW can address these matters accurately in its application response and supporting affidavit under Rule 8-1(9), please provide written answers and the documents requested below by Wednesday, November 18, 2026 at 4:00 p.m. Pacific time. Where a request overlaps with items A1 or A4, the Monday deadline continues to apply to the overlapping part.

1. The May 6, 2026 court payout of $1,030,599.62. Following the undertaking given in paragraph 9 of the affidavit of Santosh Mohanan sworn April 21, 2026 in CA51446, the Court paid $1,030,599.62 to "DLA Piper (Canada) LLP In Trust" on May 6, 2026. Please state: (a) into which account or accounts those funds were paid out of trust, and to whom they were then transferred; and (b) whether any part of those funds was paid or applied to Bank of Montreal ("BMO"), including under section 9.5 of the BMO credit agreement and the "Art Infiniti Prepayment Trigger Event" (Affidavit #1 of Jesse Agassiz, Exhibit B).

2. Liability insurance responding to MBW's counterclaim. Paragraph 23(b) of the NOA relies on the statement that MBW's counterclaim in S-218371 "is an insured claim", and paragraph 10 states that the Receiver intends to assign 1608083 B.C. Ltd. ("ResidualCo") into bankruptcy before this application is heard. In light of section 25 of the Insurance Act, R.S.B.C. 2012, c. 1, and sections 7.2(a) and 7.6 of the

Share Purchase Agreement ("SPA"), please: (a) identify the insurer, policy number, policy period, limits and any deductible or self-insured retention of the Canstar group's 2020 to 2022 liability insurance; (b) produce copies of those policies and of the assignment of Art Infiniti insurance proceeds listed at item 18 of Schedule F to the BMO credit agreement; and (c) state whether the insurer(s) have been notified of MBW's counterclaim, and confirm that neither the reverse vesting order nor the proposed bankruptcy of ResidualCo will prejudice any rights under those policies.

3. Final schedules. Please produce the final, as-closed schedules of Excluded Insurance Claims (SPA s. 1.1(gg)) and Excluded Assets (SPA s. 1.1(dd), as amended), identifying every claim, judgment and insurance right vested in ResidualCo.

4. The approximately $3.8 million retention and a specific holdback for MBW. Section 4.5(5) of the Second Report acknowledges that MBW did not oppose the reverse vesting order on October 8 "largely on the basis of its ability to later challenge any proposed distributions", yet the draft distribution order contains no holdback for MBW. According to sections 2.0(8) and 4.5(1) of the Second Report, the approximately $3.8 million retention must cover (i) any purchase price adjustment during the review period of up to 165 days after closing, (ii) future receivership costs and the costs of ResidualCo's bankruptcy, and (iii) other claims. Please provide the Receiver's current estimates of items (i) and (ii), and state whether the Receiver will agree to an express term in the order holding back $1,030,599.62, plus interest under the Court Order Interest Act from May 6, 2026, which is not to be used for any purchase price adjustment, professional fees or other claims until CA51446, CA51922 and MBW's related claims are determined.

5. Inconsistency between paragraph 5 of the draft order and section 2.0(9) of the Second Report. Section 2.0(9) of the Second Report states that deemed trust claims must be satisfied before payment to BMO (estimated at $739,589 in section 4.1(2)), while paragraph 5 of the draft order authorizes distribution to BMO "whether or not" made before any distribution to CRA, free of deemed trusts. Please explain this inconsistency, and state whether the Receiver will agree to terms confirming that: (a) any increase in CRA's claims will not be paid out of MBW's holdback; (b) the words "free and clear" and "not oppressive" in paragraph 5 do not affect MBW's tracing, trust or restitution position regarding the May 6, 2026 payout; and (c) the approval of the Receiver's reports in paragraph 9 protects the Receiver only in its own capacity, is not a finding on any fact, priority or set-off right involving MBW, and does not affect CA51446, CA51922 or the fraud, gross negligence and wilful misconduct exceptions noted at paragraph 42 of 2026 BCSC 2216.

6. Fee affidavits. (a) Paragraphs 3 and 5 of Affidavit #1 of Kibben Jackson state a total of $344,629.83, but the two invoices in Exhibit A ($144,616.67 and $220,013.16) and paragraph 11 of the draft order total $364,629.83. Please confirm that a corrected affidavit will be sworn and served before any approval of fees is sought. (b) The Receiver's invoice and Fasken's first invoice (addressed to AlixPartners Advisory, Inc.) both include time from September 1 to 27, 2026, before the Receivership Order of September 28, 2026. Please separate fees and disbursements incurred before September 28 from those incurred on or after that date, state in what capacity and for whom the pre-September 28 work was done, and confirm whether any part of it was paid separately by the debtors.

7. Subordinate related-party security (Fulcrum and Canstar Construction). Regarding the subordinate claims of not less than $23.4 million described in section 4.3(1) of the Second Report, please state whether the Receiver has obtained an independent legal opinion on the validity, perfection and enforceability of that security (including the $5 million participation) against each debtor entity, and

whether the Receiver will agree to include in the order its statements at paragraph 27 of the NOA and section 4.5(1) of the Second Report, namely that no distribution will be made to Fulcrum or Canstar Construction Ltd. without further notice to MBW and a further order of the Court.

8. S-218371 and CA51446 after closing. Since Canstar's judgment and claims in S-218371 and CA51446 vested in ResidualCo as excluded assets, please: (a) state who has instructed counsel of record in those proceedings since closing on October 9, 2026, and who is paying that counsel; and (b) confirm that neither ResidualCo nor any trustee in bankruptcy will assign, settle or otherwise deal with the S-218371 judgment without prior notice to MBW and leave of the Court, so as to preserve MBW's set-off rights, including under section 97(3) of the Bankruptcy and Insolvency Act.

This email and any response to it will be placed before the Court, including in support of MBW's request for directions under Rule 22-1(4). MBW reserves all of its rights.

Yours truly,

Luo Lizhi (also known as Li Zhi Luo)
Director and Sole Shareholder, on behalf of MBW Canada Holding Inc.
artinfiniti.ca@gmail.com

This is Exhibit "**G**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

From:	Kibben Jackson
Sent:	November-17-26 1:08 PM
To:	Max Luo; robert.kofman; Jessica Cameron; Jordan Beaulieu; Tiffany Bennett
Cc:	wroberts; bhunt; jmaslen@lawsonlundell.com; ccurran@lawsonlundell.com; Hennigar, Andrew; rlaity; jp.bogden@blakes.com; jeffrey.bradshaw@ca.dlapiper.com
Subject:	RE: S-267204 – MBW Canada Holding Inc. – Formal demand for production and confirmations before any distribution (CONF#112261111070) [FMD-CANADA.FID14636996]
Attachments:	Project Titan - Schedule 1.1(dd).pdf

See attached.

Kibben Jackson*

Partner

T +1 604 631 4786 | **kjackson@fasken.com**

Fasken Martineau DuMoulin LLP

*Law Corporation

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: Tuesday, November 17, 2026 12:07 PM
To: Kibben Jackson <kjackson@fasken.com>; robert.kofman <robert.kofman@alixpartners.com>; Jessica Cameron <jcameron@fasken.com>; Jordan Beaulieu <jbeaulieu@fasken.com>; Tiffany Bennett <tbennett@fasken.com>
Cc: wroberts <wroberts@lawsonlundell.com>; bhunt <bhunt@lawsonlundell.com>; jmaslen@lawsonlundell.com; ccurran@lawsonlundell.com; Hennigar, Andrew <ahennigar@blg.com>; rlaity <rlaity@blg.com>; jp.bogden@blakes.com; jeffrey.bradshaw@ca.dlapiper.com
Subject: RE: S-267204 – MBW Canada Holding Inc. – Formal demand for production and confirmations before any distribution (CONF#112261111070) [FMD-CANADA.FID14636996]

Dear Mr. Jackson:

Thank you for your email of this morning (November 17, 2026, 8:55 a.m. PT) responding inline to certain items in MBW's email of November 15, 2026.

In your inline response to item 3, you state that there is no schedule of "Excluded Insurance Claims" in the agreement of purchase and sale, and that "There is a schedule of 'Excluded Assets', which is attached and enumerates various litigation claims which were not retained by Canstar, but which instead were transferred to and vested in ResidualCo." No attachment was included with your email. Please send the omitted Excluded Assets schedule, including any amended version as at closing, as soon as possible today.

MBW notes that you decline to respond to the remaining inquiries and production requests. MBW maintains each of its requests, including those with a deadline of Wednesday, November 18, 2026 at 4:00 p.m. PT, and reserves all rights to put this correspondence before the Court in connection with its application and its application response.

Yours truly,

Luo Lizhi (also known as Li Zhi Luo)
Director and Sole Shareholder, on behalf of MBW Canada Holding Inc.
artinfiniti.ca@gmail.com

On Tue, Nov 17, 2026 at 3:55 PM Kibben Jackson <kjackson@fasken.com> wrote:

Mr. Luo:

We do not intend to respond to the majority of your requests, which, in our view, are largely irrelevant or improper. See below in regards to certain of your requests.

Kibben Jackson*
Partner
T +1 604 631 4786 | **kjackson@fasken.com**
Fasken Martineau DuMoulin LLP
*Law Corporation

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: Sunday, November 15, 2026 6:22 PM
To: robert.kofman <robert.kofman@alixpartners.com>; Kibben Jackson <kjackson@fasken.com>; Jessica Cameron <jcameron@fasken.com>; Jordan Beaulieu <jbeaulieu@fasken.com>; Tiffany Bennett <tbennett@fasken.com>
Cc: wroberts <wroberts@lawsonlundell.com>; bhunt <bhunt@lawsonlundell.com>; jmaslen@lawsonlundell.com; ccurran@lawsonlundell.com; Hennigar, Andrew <ahennigar@blg.com>; rlaity <rlaity@blg.com>; jp.bogden@blakes.com; jeffrey.bradshaw@ca.dlapiper.com
Subject: RE: S-267204 – MBW Canada Holding Inc. – Formal demand for production and confirmations before any distribution (CONF#112261111070) [FMD-CANADA.FID14636996]

Dear Mr. Kofman, Mr. Jackson and Ms. Cameron:

Re: Supreme Court of British Columbia, Vancouver Registry No. S-267204 – Bank of Montreal v. 1608083 B.C. Ltd. – Supplementary written inquiries arising from the unfiled November 13, 2026 distribution materials

I write on behalf of MBW Canada Holding Inc. ("MBW") as its Director and Sole Shareholder. This email follows MBW's emails of November 11 and 12, 2026, and does not withdraw or waive anything in them.

Please note that the following deadlines remain Monday, November 16, 2026 at 4:00 p.m. Pacific time, and are not extended or replaced by this email: (i) Part A (items A1 to A6) and the written confirmations in section 5 of MBW's November 11 email; and (ii) the legal basis for each refusal and the scheduling confirmations requested in sections 1 and 2 of MBW's November 12 email.

MBW has reviewed the unfiled materials served on November 13, 2026: the Notice of Application ("NOA"), the Receiver's Second Report (the "Second Report"), Affidavit #1 of Kibben Jackson, and the affidavit of Robert Kofman, together with the Court's reasons indexed as 2026 BCSC 2216. Those materials still do not address several key facts and documents, and contain some inconsistencies on their face.

So that MBW can address these matters accurately in its application response and supporting affidavit under Rule 8-1(9), please provide written answers and the documents requested below by Wednesday, November 18, 2026 at 4:00 p.m. Pacific time. Where a request overlaps with items A1 or A4, the Monday deadline continues to apply to the overlapping part.

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3. Final schedules. Please produce the final, as-closed schedules of Excluded Insurance Claims (SPA s. 1.1(gg)) and Excluded Assets (SPA s. 1.1(dd), as amended), identifying every claim, judgment and insurance right vested in ResidualCo. There is no schedule of "Excluded Insurance Claims" in the agreement of purchase and sale. There is a schedule of "Excluded Assets", which is attached and enumerates various litigation claims which were not retained by Canstar, but which instead were transferred to and vested in ResidualCo.

4. The approximately $3.8 million retention and a specific holdback for MBW. Section 4.5(5) of the Second Report acknowledges that MBW did not oppose the reverse vesting order on October 8 "largely on the basis of its ability to later challenge any proposed distributions", yet the draft distribution order contains no holdback for MBW. According to sections 2.0(8) and 4.5(1) of the Second Report, the approximately $3.8 million retention must cover (i) any purchase price adjustment during the review period of up to 165 days after closing, (ii) future receivership costs and the costs of ResidualCo's bankruptcy, and (iii) other claims. Please provide the Receiver's current estimates of items (i) and (ii), and state whether the Receiver will agree to an express term in the order holding back $1,030,599.62, plus interest under the Court Order Interest Act from May 6, 2026, which is not to be used for any purchase price adjustment, professional fees or other claims until CA51446, CA51922 and MBW's related claims are determined.

5. Inconsistency between paragraph 5 of the draft order and section 2.0(9) of the Second Report. Section 2.0(9) of the Second Report states that deemed trust claims must be satisfied before payment to BMO (estimated at $739,589 in section 4.1(2)), while paragraph 5 of the draft order authorizes distribution to BMO "whether or not" made before any distribution to CRA, free of deemed trusts. CRA's deemed trust claims for unremitted source deductions rank ahead of the claims of any secured creditors (including BMO). Accordingly, if there were insufficient proceeds of sale to satisfy the CRA deemed trust claims, BMO could not receive any distribution. Happily, there are sufficient proceeds of sale to pay both claims in full, and as a result it does not matter in which particular order distributions are made to those creditors. Practically, CRA's distribution may be made after the distribution to BMO because the Receiver is still working with CRA to ascertain the amount of its deemed trust claims. Please explain this inconsistency, and state whether the Receiver will agree to terms confirming that: (a) any increase in CRA's claims will not be paid out of MBW's holdback; (b) the words "free and clear" and "not oppressive" in paragraph 5 do not affect MBW's tracing, trust or restitution position regarding the May 6, 2026 payout; and (c) the approval of the Receiver's reports in paragraph 9 protects the Receiver only in its own capacity, is not a finding on any fact, priority or set-off right involving MBW, and does not affect CA51446, CA51922 or the fraud, gross negligence and wilful misconduct exceptions noted at paragraph 42 of 2026 BCSC 2216.

6. Fee affidavits. (a) Paragraphs 3 and 5 of Affidavit #1 of Kibben Jackson state a total of $344,629.83, but the two invoices in Exhibit A ($144,616.67 and $220,013.16) and paragraph 11 of the draft order total $364,629.83. Please confirm that a corrected affidavit will be sworn and served before any approval of fees is sought. That was a mathematical error in my affidavit – the invoices and the order reflect the correct amounts. We will not be filing any further affidavit, though we will explain this discrepancy to the court. (b) The Receiver's invoice and Fasken's first invoice (addressed to AlixPartners Advisory, Inc.) both include time from September 1 to 27, 2026, before the Receivership Order of September 28, 2026. Please separate fees and disbursements incurred before September 28 from those incurred on or after that date, state in what capacity and for whom the pre-September 28 work was done, and confirm whether any part of it was paid separately by the debtors. We will not be doing that – this work related to and in preparation for the receivership proceedings. You will note that para. 20 of the Receivership Order contemplates payment of the Receiver and its counsel's fees "where incurred before or after the making of this Order".

7. Subordinate related-party security (Fulcrum and Canstar Construction). Regarding the subordinate claims of not less than $23.4 million described in section 4.3(1) of the Second Report, please state whether the Receiver has obtained an independent legal opinion on the validity, perfection and enforceability of that security (including the $5 million participation) against each debtor entity, and whether the Receiver will agree to include in the order its statements at paragraph 27 of the NOA and section 4.5(1) of the Second Report, namely that no distribution will be made to Fulcrum or Canstar Construction Ltd. without further notice to MBW and a further order of the Court. The security held by Fulcrum and Canstar Construction, which ranks behind the BMO security, has not been reviewed and it is not anticipated that it will be necessary to review it given there is no expectation that there will be sufficient funds in the receivership estate to make any distributions to those parties on the basis of those secured claims. Note that the anticipated distribution to Fulcrum (which will be the subject of a further application) is on account of their portion of the BMO's secured claim (whose security has been reviewed).

8. S-218371 and CA51446 after closing. Since Canstar's judgment and claims in S-218371 and CA51446

vested in ResidualCo as excluded assets, please: (a) state who has instructed counsel of record in those proceedings since closing on October 9, 2026, and who is paying that counsel; and (b) confirm that neither ResidualCo nor any trustee in bankruptcy will assign, settle or otherwise deal with the S-218371 judgment without prior notice to MBW and leave of the Court, so as to preserve MBW's set-off rights, including under section 97(3) of the Bankruptcy and Insolvency Act.

This email and any response to it will be placed before the Court, including in support of MBW's request for directions under Rule 22-1(4). MBW reserves all of its rights.

Yours truly,

Luo Lizhi (also known as Li Zhi Luo)
Director and Sole Shareholder, on behalf of MBW Canada Holding Inc.
artinfiniti.ca@gmail.com

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Schedule 1.1(dd)

Excluded Assets

Litigation Claim by Canstar Against MBW Canada Holdings Inc., in British Columbia Supreme Court Action No. S218371

Litigation Claim by Canstar [re Madison], in British Columbia Supreme Court

Litigation Claim by Canstar Against Helen Chow, in British Columbia Supreme Court Action No. S255825

Litigation Claim by Canstar Against Frank Gomboc, Jason Penney, and Precision Restorations Inc. in British Columbia Supreme Court Action No. S211891

Litigation Claim by Lydale Construction (Edmonton) Ltd. v. Castain Real Estate Worldwide Canada Inc./Castain Immobilier International Canada Inc., in the Alberta Court of Kings Bench Action No. Q2403 04931

This is Exhibit "**H**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: November-18-26 6:01 PM
To: robert.kofman; Kibben Jackson; Jessica Cameron; Jordan Beaulieu; Tiffany Bennett
Cc: wroberts; bhunt; jmaslen@lawsonlundell.com; ccurran@lawsonlundell.com; Hennigar, Andrew; rlaity; jp.bogden@blakes.com; jeffrey.bradshaw@ca.dlapiper.com; struan.robertson@ca.dlapiper.com; joel.robertson-taylor@ca.dlapiper.com
Subject: RE: S-267204 – MBW Canada Holding Inc. – Formal demand for production and confirmations before any distribution (CONF#112261111070) [FMD-CANADA.FID14636996]

Dear Mr. Kofman, Mr. Jackson and Ms. Cameron:

Re: S-267204 (Bank of Montreal v. 1608083 B.C. Ltd.) – S-218371 – CA51446 (2026 BCCA 455) – Request for confirmations regarding enforcement, DLA Piper's authority, and the form of order

I write on behalf of MBW Canada Holding Inc. ("MBW") as its Director and Sole Shareholder, further to MBW's emails of November 11, 15 and 17, 2026.

Other than Mr. Jackson's inline responses of November 17, 2026, MBW received no further response by the deadline of November 18, 2026, 4:00 p.m. PT set in MBW's emails of November 11 and 15. MBW maintains those requests and reserves its rights.

This morning the Court of Appeal released its reasons in CA51446 (2026 BCCA 455), dismissing MBW's appeal of the summary trial order. At paras. 53–55, the Court confirmed that MBW remains free to pursue its counterclaim in S-218371. At para. 56, the Court proceeded on the basis that "there is no evidence to suggest collecting any such amounts will be difficult." Paragraph 10 of the Receiver's Notice of Application states that ResidualCo is to be assigned into bankruptcy before that application is heard. Given these developments, MBW asks for written answers to the following by Thursday, November 19, 2026 at 1:00 p.m. PT.

1. Authority of DLA Piper and the party named in the CA51446 order

At the October 8, 2026 RVO hearing (transcript, Appendix "B" to the Second Report, p. 8), Mr. Jackson stated that "the receiver's instructing DLA Piper, not Fasken on this claim." Please confirm:

(a) the date on which the Receiver first instructed or retained DLA Piper (Canada) LLP in S-218371 and CA51446, and whether that authority was in place for the October 6, 2026 appeal hearing, which took place after the Receivership Order of September 28, 2026;

(b) in whose name DLA Piper now acts: Canstar Restorations Limited Partnership, or 1608083 B.C. Ltd. ("ResidualCo"). Section 2.0(3) of the Second Report states that the Excluded Assets and Excluded Liabilities were transferred to and vested in ResidualCo under the RVO granted October 9, 2026, and Mr. Jackson stated (transcript, p. 9) that "[a]ny litigation claims both for and against Canstar" are "all being assigned to, transferred to and vesting in ResidualCo";

(c) in whose name the formal order in CA51446, including any award of costs, will be taken out and enforced, and to whom any costs would be paid.

MBW notes that section 5.0 of the Second Report seeks approval of fees for the Receiver, Fasken and McDougall Gauley only. It does not appear to disclose the terms on which DLA Piper is retained or paid in this litigation. Please clarify.

2. The $1,030,599.62 and paragraph 23(b) of the Receiver's Notice of Application

Paragraph 23(b) of the Receiver's Notice of Application states that MBW's counterclaim "is an insured claim", that if successful MBW "could set off the approximately $1 million still owing to Canstar", and that the approximately $1 million already paid "is covered by the funds being retained by the Receiver." Please confirm whether the Receiver will agree:

(a) to hold $1,030,599.62 (paid out of court on May 6, 2026), plus interest under the Court Order Interest Act from that date, in a segregated, interest-bearing account, not to be used for any other purpose until MBW's claims are determined; and

(b) to produce the 2020–2022 liability insurance policies that respond to MBW's counterclaim, as requested in item 2 of MBW's November 15 email.

3. No enforcement steps pending the Court's determination

MBW intends to ask the Court in S-267204 to determine its asserted rights of set-off, including statutory set-off under s. 97(3) of the Bankruptcy and Insolvency Act upon any bankruptcy of ResidualCo, and to grant a stay of execution.

Please confirm that, until the Court has decided those matters, neither the Receiver, ResidualCo nor anyone acting for Canstar will:

(a) seek or serve any garnishing order against MBW's bank accounts;

(b) take any step toward the sale of, or execution against, MBW's hotel property, including any step to reset Canstar's Notice of Application filed September 17, 2026 in S-218371 under s. 92 of the Court Order Enforcement Act;

(c) assign or transfer the judgment or any costs award; or

(d) enter any order naming a party other than the proper party in interest.

If any such step is taken without notice, MBW will apply to the Court on an urgent basis for a stay and will seek its costs of that application.

I would be grateful for your written response by Thursday, November 19, 2026 at 1:00 p.m. PT. MBW reserves the right to place this correspondence and any response before the Court.

Yours truly,

Luo Lizhi (also known as Li Zhi Luo)
Director and Sole Shareholder, on behalf of MBW Canada Holding Inc.
artinfiniti.ca@gmail.com

This is Exhibit "**I**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: November-18-26 8:01 PM
To: Kibben Jackson; Jessica Cameron
Cc: Jordan Beaulieu; Tiffany Bennett; robert.kofman
Subject: S-267204 – MBW Canada Holding Inc. – Filed Notice of Application (Form 32) and Notice of Hearing of Application (Form 33.01)
Attachments: S-267204_MBW_Form32_Notice_of_Application_FILED_2026-11-17.pdf; S-267204_MBW_Form33.01_Notice_of_Hearing_FILED_2026-11-17.pdf

Dear Mr. Jackson and Ms. Cameron:

Re: Bank of Montreal v. Canstar Restorations Limited Partnership et al., Vancouver Registry No. S-267204

Please find attached, by way of service, filed copies of the following documents of MBW Canada Holding Inc., each filed in the Vancouver Registry on November 17, 2026:

1. Notice of Application (Form 32); and

2. Notice of Hearing of Application (Form 33.01).

The hearing date, time and time estimate are as set out in the attached Notice of Hearing of Application.

Yours truly,

LI ZHI LUO
Director, on behalf of MBW Canada Holding Inc.
Email: artinfiniti.ca@gmail.com
Telephone: 604-767-5991

This is Exhibit "**J**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia



Form 33.01 (Rule 8-1 (14.4) (a))
No. S-267204
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

1608083 B.C. LTD.

RESPONDENT

NOTICE OF HEARING OF APPLICATION

To: AlixPartners Restructuring, Inc., in its capacity as receiver and manager, and its counsel, Fasken Martineau DuMoulin LLP; Bank of Montreal and its counsel, Lawson Lundell LLP; Fulcrum Capital Partners Inc. and its affiliated funds and their counsel, Blake, Cassels & Graydon LLP; Premium Restoration Ltd. and its counsel, Borden Ladner Gervais LLP; 1608083 B.C. Ltd.; and all other persons on the Service List

TAKE NOTICE that the notice of application of MBW Canada Holding Inc. dated November 6, 2026 will be heard at the courthouse at 800 Smithe Street, Vancouver, British Columbia on Wednesday, November 27 2026 at 9:45 a.m.

1 Service

[X] The notice of application was served on November 6, 2026 (transmitted by e-mail to the Service List at 4:47 p.m.; deemed served November 9, 2026 under Rule 4-2 (6) (b)).

[ ] The application response(s) was(were) served on .....

[X] No application response has been served and the time to serve a response has expired.

2 Date of hearing

[ ] The parties have agreed as to the date of the hearing of the application.

[X] The parties have been unable to agree as to the date of the hearing but notice of the hearing will be given to the application respondents in accordance with Rule 8-1 (14.5) of the Supreme Court Civil Rules.

[ ] The application is unopposed, by consent or without notice.

3 Duration of hearing

[ ] It has been agreed by the parties that the hearing will take ..... .

[X] The parties have been unable to agree as to how long the hearing will take and

(a) the time estimate of the applicant is 120 minutes, and

(b) [ ] the time estimate of the application respondent(s) is ..... minutes.

[X] the application respondent(s) has(ve) not given a time estimate.

4 Jurisdiction

[ ] This matter is within the jurisdiction of an associate judge.

[X] This matter is not within the jurisdiction of an associate judge. ~~The Honourable Justice Stephens is seized of this proceeding.~~

[ ] The application is a summary trial brought under Rule 9-7.

[ ] The application is seeking a final order.

[ ] The application is seeking injunctive relief.

5 Orders sought

The orders being sought are as set out in the Notice of Application dated November 6, 2026: paragraphs 1 to 13, 15 and 16 of Part 1. As stated in the notice of application, paragraph 14 is to be determined at the return hearing fixed under paragraph 13. This application is set for 9:45 a.m. chambers with a time estimate of 120 minutes for MBW's application alone. MBW asks that it ~~be heard by the Honourable Justice Stephens, who is seized of this proceeding, and~~ that no distribution under the Receiver's application dated November 13, 2026 (Scheduling CONF#112261111070) be made before this application is heard and determined.

Date: November 17, 2026

Signature of [X] applicant [ ] lawyer for applicant

MBW Canada Holding Inc., by its Director and Sole Shareholder, Luo Lizhi (also known as Li Zhi Luo)

Address for service: 950 Greenwood Road, West Vancouver, British Columbia V7S 1X7

E-mail address for service: artinfiniti.ca@gmail.com Telephone: 604-767-5991

This is Exhibit "**K**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

From: Kibben Jackson
Sent: November-19-26 8:10 AM
To: Max Luo; Jessica Cameron
Cc: Jordan Beaulieu; Tiffany Bennett; robert.kofman
Subject: RE: S-267204 – MBW Canada Holding Inc. – Filed Notice of Application (Form 32) and Notice of Hearing of Application (Form 33.01)

Mr. Luo:

Neither Jessica Cameron nor I are available for a hearing on the date you have selected.

Moreover, this matter has been assigned to Justice Stephens and, accordingly, cannot proceed before another Justice. We will be advising Scheduling of this.

Kibben Jackson*
Partner
T +1 604 631 4786 | **kjackson@fasken.com**
Fasken Martineau DuMoulin LLP
*Law Corporation

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: November-18-26 7:01 PM
To: Kibben Jackson <kjackson@fasken.com>; Jessica Cameron <jcameron@fasken.com>
Cc: Jordan Beaulieu <jbeaulieu@fasken.com>; Tiffany Bennett <tbennett@fasken.com>; robert.kofman <robert.kofman@alixpartners.com>
Subject: S-267204 – MBW Canada Holding Inc. – Filed Notice of Application (Form 32) and Notice of Hearing of Application (Form 33.01)

Dear Mr. Jackson and Ms. Cameron:

Re: Bank of Montreal v. Canstar Restorations Limited Partnership et al., Vancouver Registry No. S-267204

Please find attached, by way of service, filed copies of the following documents of MBW Canada Holding Inc., each filed in the Vancouver Registry on November 17, 2026:

1. Notice of Application (Form 32); and

2. Notice of Hearing of Application (Form 33.01).

The hearing date, time and time estimate are as set out in the attached Notice of Hearing of Application.

Yours truly,

LI ZHI LUO

Director, on behalf of MBW Canada Holding Inc.
Email: artinfiniti.ca@gmail.com
Telephone: 604-767-5991

This is Exhibit "**L**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

From:	Kibben Jackson
Sent:	November-19-26 8:28 AM
To:	Max Luo; sc.civil_va
Cc:	Jessica Cameron; Tiffany Bennett; Jordan Beaulieu; jmaslen@lawsonlundell.com; wroberts; bhunt; Hennigar, Andrew; rlaity
Subject:	RE: Justice Stephens--VA S-267204--Bank of Montreal v. Canstar Restorations Limited Partnership et al--TE:2.5 hours --CONF#112261111070
Attachments:	S-267204_MBW_Form32_Notice_of_Application_FILED_2026-11-17.pdf; S-267204 _MBW_Form33.01_Notice_of_Hearing_FILED_2026-11-17.pdf

To Scheduling:

We regret the need for emailing you once again on this matter, however, late yesterday, Mr. Luo delivered the attached filed Notice of Application and Notice of Hearing in this matter. You will see from the Notice of Hearing that Mr. Luo has (unilaterally) set his application down for November 27, 2026. He also appears to have struck out "The Honourable Justice Stephens is seized of this proceeding" under Part 4.

We confirm that counsel for the Receiver is not available for a hearing on November 27, 2026. Moreover, this proceeding has been assigned to Justice Stephens, and we do not believe Mr. Luo obtained leave from Justice Stephens to have his application heard by another Justice.

We respectfully request that you bring this matter to the attention of Justice Stephens and advise as to how the parties are to proceed. Ideally—and with apologies for our imposition—we would inquire whether Justice Stephens is available for half a day sometime during the week of November 30, 2026 to hear both the Receiver's application and MBW Holding Ltd.'s application.

Sincerely,

Kibben Jackson*

Partner

T +1 604 631 4786 | **kjackson@fasken.com**

Fasken Martineau DuMoulin LLP

*Law Corporation

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: November-15-26 6:51 PM
To: sc.civil_va <sc.civil_va@bccourts.ca>; Kibben Jackson <kjackson@fasken.com>
Cc: Jessica Cameron <jcameron@fasken.com>; Tiffany Bennett <tbennett@fasken.com>; Jordan Beaulieu <jbeaulieu@fasken.com>; jmaslen@lawsonlundell.com; wroberts <wroberts@lawsonlundell.com>; bhunt <bhunt@lawsonlundell.com>; Hennigar, Andrew <ahennigar@blg.com>; rlaity <rlaity@blg.com>
Subject: RE: Justice Stephens--VA S-267204--Bank of Montreal v. Canstar Restorations Limited Partnership et al--TE:2.5 hours --CONF#112261111070

Dear Supreme Court Scheduling,

Re: S-267204 - Bank of Montreal v. 1608083 B.C. Ltd. (formerly Bank of Montreal v. Canstar Restorations

Limited Partnership et al.) - Request to appear before Justice Stephens - CONF#112261111070

I write on behalf of MBW Canada Holding Inc. ("MBW"), a party on the service list in this proceeding, of which I am a director and the sole shareholder, in response to Mr. Jackson's email to Supreme Court Scheduling sent at 10:13 a.m. on November 13, 2026. Please place this response before Justice Stephens in connection with booking request CONF#112261111070.

1. Response period under Rule 8-1(9), joint hearing, and one-day time estimate

The Receiver's application materials were served on Friday, November 13, 2026. Under Rule 8-1(9), MBW's five-business-day period to serve its Application Response (Form 33) and supporting Affidavit #4 of Luo Lizhi runs through Friday, November 20, 2026. Accordingly, November 16 to 20, 2026 are not available, and November 23, 2026 is not practicable once the reply, filing and Application Record deadlines for a contested chambers application are accounted for.

As noted in MBW's November 11, 2026 email, MBW served its own Notice of Application and Affidavit #3 of Luo Lizhi on November 6, 2026, seeking document production directions under Rule 22-1(4)(c) (including the liability insurance policies referenced in paragraph 23(b) of the Receiver's Notice of Application) and a segregated holdback of $1,030,599.62 plus interest. Both applications concern the same funds and should be heard together.

Further, I will be seeking leave of the Court to represent MBW as a director and its sole shareholder, with the assistance of a certified Mandarin court interpreter. Given two contested applications involving multiple counsel, and consecutive interpretation, half a day (2.5 hours) is insufficient.

2. Key documents have not yet been produced

The record is not yet complete. MBW has requested in writing, among other things, the records showing where the $1,030,599.62 paid out of court on May 6, 2026 was applied, the liability insurance policies relied on in paragraph 23(b) of the Receiver's Notice of Application, the final schedules of excluded assets and excluded insurance claims, and a corrected fee affidavit. The response deadlines for those requests are November 16 and November 18, 2026, and none of these documents has yet been provided. Without them, neither application can be fairly heard on a complete record, and the dates of November 30 to December 4, 2026 are not realistic unless the documents are produced well in advance.

MBW therefore respectfully requests:

(a) a brief 30-minute Judicial Management Conference before Justice Stephens, as soon as convenient, to address pre-hearing document production directions under Rule 22-1(4)(c) and procedural sequencing; and

(b) one full day (4 to 5 hours) to hear both applications together, on a date fixed after the documents directed at the Judicial Management Conference have been produced. MBW's leave to appeal application in CA51922 is scheduled in the Court of Appeal on December 22, 2026 at 9:30 a.m., so MBW asks that December 22 be avoided.

3. Ongoing prejudice

While Mr. Jackson notes ongoing interest accrual on senior debt, MBW likewise continues to suffer substantial prejudice while deprived of the $1,030,599.62 paid out of court on May 6, 2026, and while MBW's counterclaim is impeded by the reverse vesting order. Timely pre-hearing production of the requested insurance and transaction records will allow these matters to proceed efficiently on a complete record.

Thank you for your assistance.

Yours truly,

Luo Lizhi (also known as Li Zhi Luo)
Director and Sole Shareholder, for MBW Canada Holding Inc.
artinfiniti.ca@gmail.com

On Fri, Nov 13, 2026 at 6:13 PM Kibben Jackson <kjackson@fasken.com> wrote:

To Scheduling:

We confirm that it remains the Receiver's view that its application for a distribution order can be heard in half a day, notwithstanding any opposition which might be raised by MBW.

To the Receiver's mind there is some urgency in hearing the application, as a distribution to Bank of Montreal (as is being proposed) would have the benefit of eliminating the ongoing, significant accrual of interest, which is being borne by the subordinate secured creditor.

Counsel for the Receiver remain available to have this heard on any of the originally proposed dates (November 16, 17, 18, 19 or 20, 2026), and would also be available on any of November 23 and 30, as well as December 1-4, 2026.

Thank you for your continued assistance with this matter.

Kibben Jackson*

Partner

T +1 604 631 4786 | **kjackson@fasken.com**
Fasken Martineau DuMoulin LLP
*Law Corporation

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: Wednesday, November 11, 2026 11:36 AM
To: sc.civil_va <sc.civil_va@bccourts.ca>
Cc: Kibben Jackson <kjackson@fasken.com>; Jessica Cameron <jcameron@fasken.com>; Tiffany Bennett <tbennett@fasken.com>; Jordan Beaulieu <jbeaulieu@fasken.com>; jmaslen@lawsonlundell.com; wroberts <wroberts@lawsonlundell.com>; bhunt <bhunt@lawsonlundell.com>; Hennigar, Andrew <ahennigar@blg.com>; rlaity <rlaity@blg.com>
Subject: Re: Justice Stephens--VA S-267204--Bank of Montreal v. Canstar Restorations Limited Partnership et al--TE:2.5 hours --CONF#112261111070

Dear Supreme Court Scheduling,

Re: S-267204 – Bank of Montreal v. Canstar Restorations Limited Partnership et al. – Request to appear before Justice Stephens – CONF#112261111070

I write on behalf of MBW Canada Holding Inc. ("MBW"), a party on the service list in this proceeding, of which I am the sole director. I write regarding the Receiver's request above, which proposes November 16 to 20, 2026 for its application for a distribution order and approval of its activities, fees and disbursements.

MBW's position is as follows:

1. MBW opposes the Receiver's application, in particular the proposed distribution. MBW does not consent to any of the proposed dates being fixed for that application alone.

2. On November 6, 2026, MBW served on the service list its own Notice of Application (unfiled, pending the response period under Rule 8-1) and Affidavit #3 of Luo Lizhi made November 5, 2026. MBW's application seeks, among other things, a pause of any distribution of the sale proceeds, production of documents, and related relief. It directly concerns the same funds as the Receiver's application.

3. MBW respectfully requests that the two applications be heard together before Justice Stephens, on a date to be fixed after MBW's application is filed, with a combined time estimate of one full day.

4. In the alternative, if the Receiver's application is to proceed first, MBW requests that no distribution be made until MBW's application has been heard and determined.

I am available to attend a scheduling conference if that would assist.

Thank you for your assistance.

Yours truly,

Luo Lizhi (also known as Li Zhi Luo), for MBW Canada Holding Inc.
artinfiniti.ca@gmail.com

On Mon, Nov 2, 2026 at 6:11 PM no-reply-Requests_SCS <no-reply-Requests_SCS@bccourts.ca> wrote:

Justice Stephens--VA S-267204--Bank of Montreal v. Canstar Restorations Limited Partnership et al

Case Type: Civil

Type of hearing: Application

Time estimate: 2.5 hours

Court location of previous hearing: Vancouver

Date of the previous hearing:

Available dates: November 16, 17, 18, 19 or 20, 2026

Nature of Application: Application for Distribution Order and Approval of Activities, Fees and Disbursements of Receiver.

Reason why this must be heard by (Justice Stephens): Seized in these proceedings.

Opponent's position regarding this application/request: Likely partially opposed (regarding the Distribution Order)

Applicant's name: Kibben Jackson
Email address: kjackson@fasken.com
Phone number: 6046314786

Opposing counsel(s)/Litigant(s):
Name: Jessica Cameron
Email address: jcameron@fasken.com
Phone number: 403 261 9468

Name: Tiffany Bennett
Email address: tbennett@fasken.com
Phone number: -

Name: Jack Maslen
Email address: jmaslen@lawsonlundell.com
Phone number: -

Name: William Roberts
Email address: wroberts@lawsonlundell.com
Phone number: -

Name: Baylee Hunt
Email address: bhunt@lawsonlundell.com

Phone number: -

Name: Andrew Hennigar
Email address: ahennigar@blg.com
Phone number: -

Name: Ryan Laity
Email address: rlaity@blg.com
Phone number: -

Name: Luo Lizhi (Max Luo)
Email address: artinfiniti.ca@gmail.com
Phone number: -

Name: Jordan Beaulieu
Email address: jbeaulieu@fasken.com
Phone number: -

You are receiving this email because a party has submitted a request to appear before a specific presider. The request will be provided to the presider for review and consideration, and then a response and possible dates will be canvassed with the parties by reply-email from Supreme Court Scheduling.

This email contains privileged or confidential information and is intended only for the named recipients. If you have received this email in error or are not a named recipient, please notify the sender and destroy the email. A detailed statement of the terms of use can be found at the following address: **https://www.fasken.com/en/terms-of-use-email/**.

Ce message contient des renseignements confidentiels ou privilégiés et est destiné seulement à la personne à qui il est adressé. Si vous avez reçu ce courriel par erreur, S.V.P. le retourner à l'expéditeur et le détruire. Une version détaillée des modalités et conditions d'utilisation se retrouve à l'adresse suivante : ***https://www.fasken.com/fr/terms-of-use-email/***.

This is Exhibit "**M**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

VANCOUVER
OCT 23 2025

FORM 32 (RULE 8-1 (4))

No. S218371
Vancouver Registry

In the Supreme Court of British Columbia

Between	CANSTAR RESTORATIONS LIMITED PARTNERSHIP	Plaintiff(s)
and	MBW CANADA HOLDING INC.	Defendant(s)
and	NORTHSTAR ACCESS LTD., SCAFFCHECK ENGINEERING INC. AND JENISH CASTILLO	Third Party(ies)
and	MBW CANADA HOLDING INC.	Defendant(s) by Counterclaim

NOTICE OF APPLICATION

Name(s) of applicant(s): MBW CANADA HOLDING INC. MBW CANADA HOLDING INC

To WITHOUT NOTICE

TAKE NOTICE that an application will be made by the applicant(s) to the presiding judge or associate judge at the courthouse at **800 Smithe Street, Vancouver, British Columbia V6Z2E1** on **November 19, 2025 at 10AM** for the order(s) set out in Part 1 below

The applicant(s) estimate(s) that the application will take 2½ hours

This matter is within the jurisdiction of an associate judge

PART 1: ORDER(S) SOUGHT

1. An order removing Mr. Robertson Struan and DLA Piper LLP as counsel of record for the Plaintiff on the grounds of conflict of interest and abuse of process
2. Costs of this application
3. Such further and other relief as this Honourable Court may deem just
4. An order confirming that DLA Piper LLP shall be disqualified from representing the Plaintiff in this proceeding on account of cumulative and structural conflicts involving both Mr. Alex Starr and Mr. Brian Poston

PART 2: FACTUAL BASIS

1. Timeline (to the Applicant's knowledge): Mr. Alex Starr served as a summer student at DLA Piper (Canada) LLP from May 2018 to August 2018, and as an articled student from May 2019 to May 2020. Subsequently, from September 2020 to September 2023, Mr. Starr—then at Lesperance Mendes Lawyers—acted as

associate counsel for MBW Canada Holding Inc., assisting from beginning to end with the drafting and amendment of the Notice of Civil Claim, the Counterclaim, and related pleadings in Court Files S218371 and S2210281.

2 Regardless of whether DLA Piper had a then-current retainer with Canstar during Mr. Starr's articling period under MacDonald Estate v. Martin (1990) and the BC Code (r. 3.4-10–15), a law firm's duties of loyalty and confidentiality extend firm-wide to lawyers and articled students. Mr. Starr's exposure to DLA Piper's internal systems, practices, and client-sector knowledge base (including insurance/restoration practices relevant to this dispute), followed by his later representation of MBW in direct opposition to a client subsequently retained by his former firm (Canstar), creates a "reasonable apprehension of conflict" and an ongoing confidentiality risk.

3 After departing Lesperance Mendes, Mr. Starr joined Fraser Health Authority as in-house counsel. No written confidentiality undertaking was provided to the Applicant upon his departure from private practice.

4 Mr. Brian Poston is a Partner at DLA Piper (Canada) LLP effective November 2024, previously he was a Partner at Clark Wilson LLP (Feb 2021–Nov 2024), a firm connected with a third party in this litigation. Under BC Code r. 3.4 and MacDonald Estate v. Martin (1990), his move creates a firm-level chain of conflicts.

5 Importantly, the Applicant discovered Mr. Poston's transfer "on the day before" the Plaintiff served its Summary Trial materials, when Plaintiff's counsel sent an email dated on October 15, 2025 that "cc'd a DLA Piper lawyer named 'Jeffrey Horswill.'" In checking that lawyer's professional title, the Applicant realized Mr. Poston had joined DLA Piper as a Partner. No disclosure had been made previously by DLA Piper or by Plaintiff's counsel regarding this connection.

6 DLA Piper was obliged to conduct renewed conflict checks across open files and to disclose potential overlaps to the opposing party. No such disclosure occurred. Given Mr. Poston's partnership role and prior lead-counsel involvement for the third party, any claimed ethical screen is inherently unreliable, the Applicant requests disqualification of DLA Piper from acting for Canstar.

7 Mr. Brian Poston is currently a Partner at DLA Piper (Canada) LLP, effective November 2024. Previously, he served as a Partner at Clark Wilson LLP (Feb 2021 – Nov 2024), a firm connected to a third party involved in this litigation. This transition creates a structural chain of conflicts between Clark Wilson and DLA Piper under Rule 3.4 of the Law Society of British Columbia's Code of Professional Conduct.

8 The authorities — MacDonald Estate v. Martin (1990), R. v. Neil (2002), and Gichuru v. Purewal (2017 BCCA 281) — establish that even an appearance of conflict undermines public confidence in the fairness of proceedings.

9 Upon admitting Mr. Poston as Partner, DLA Piper had an obligation to
1. Conduct a renewed conflict check across all open files, and
2. Disclose any potential overlap to opposing counsel.
No such disclosure was made, violating both the spirit and letter of the BC Code r. 3.4. This omission erodes public trust in the independence of DLA Piper. The addition of Mr. Poston introduces a significant and structural conflict, combining historical and institutional exposure. It is therefore submitted that DLA Piper LLP must be disqualified from acting for Canstar Restorations LP.

10 Mr. Brian Poston previously acted as lead counsel for a third party directly involved in this litigation between 2021 and 2024. Mr. Poston has been actively involved in this matter, including participation in the discovery process and extensive correspondence related to key aspects of the case. Upon joining DLA Piper as Partner, his prior knowledge became imputed to the firm per MacDonald Estate v. Martin (1990). Given his seniority and prior involvement, any claim of effective ethical screening is implausible. The Applicant maintains this is a serious, structural, and irremediable conflict warranting disqualification of DLA Piper from representing Canstar Restorations LP.

11 The Applicant asserts that no ethical screen, regardless of when or how implemented, can effectively neutralize the risk of disclosure or influence in this case. Given Mr. Poston's partnership position and prior direct involvement in the same factual matrix, any claim of internal separation is inherently unreliable and cannot restore confidence in fairness. The burden of proof lies with DLA Piper to demonstrate, with verifiable and contemporaneous evidence, that no breach or exposure occurred—failing which, the Court must draw

an adverse inference. The Applicant maintains that this situation constitutes an ongoing, irremediable institutional conflict that fundamentally undermines procedural integrity.

1. This section is respectfully submitted to assist the Court in understanding the procedural context of this application and to demonstrate that the Defendant, MBW Canada Holding Inc., has acted at all times in good faith and without any tactical motive to delay or obstruct the proceedings. 2. Following the Trial Management Conference Order dated December 6, 2024, this matter was originally scheduled to proceed to trial on January 19, 2025. The trial, however, was bumped due to the unavailability of a presiding judge. Thereafter, both the Plaintiff (Canstar Restorations LP) and the Defendant (MBW) jointly attended at the court registry to secure a new trial date, and September 29, 2025 was mutually agreed upon and registered. 3. Under the BC Supreme Court Civil Rules, the obligation to file and serve a Notice of Trial rests with the Plaintiff. Despite this, the Plaintiff's counsel, Mr. Robertson of DLA Piper LLP, expressly stated in written correspondence that he did not intend to file a Notice of Trial. Upon being informed by Ms. Tanya Dixon of the Court Registry that no such notice had been filed, the Defendant, MBW, took the initiative to file and serve the Notice of Trial to ensure that the matter could continue toward resolution in accordance with procedural requirements. 4. Subsequently, as a result of an intervening hearing initiated by third-party counsel, the trial date of September 29, 2025 was again delayed indefinitely. The Defendant respectfully submits that these delays were not caused by MBW, and that MBW has consistently made all reasonable efforts to move the case forward within the bounds of the Court's direction. 5. Furthermore, MBW has continued to endure severe financial prejudice due to the prolonged litigation process, including: • Continuous payment of high compound interest on both second and fourth mortgages. • The deposit of more than CAD $1,000,000 into the Court's trust account to remove builders' liens and discharge a Certificate of Pending Litigation (CPL) in order to proceed with refinancing. • Ongoing operational and opportunity losses caused by the extended duration of the proceedings. 6. These facts demonstrate that MBW has no motive whatsoever to delay or manipulate the progress of the case. On the contrary, MBW has incurred substantial costs and made extraordinary efforts to comply with every procedural requirement of this Court. Mr. Robertson has repeatedly disregarded TMC Orders, pressed for summary trial contrary to the case's complexity, and arranged interpretation services without the Applicant's consent, undermining procedural fairness.

PART 3: LEGAL BASIS

13. Supreme Court Civil Rules, Rule 8-1

14. Law Society of British Columbia, Code of Professional Conduct, Rule 3.4 (Conflicts of Interest)

15. MacDonald Estate v. Martin, [1990] 3 S.C.R. 1235

16. R. v. Neil, [2002] 3 S.C.R. 417

17. Gichuru v. Purewal, 2017 BCCA 281

PART 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of LIZHI LUO made October 6, 2025

2. Affidavit #2 of LIZHI LUO, made October 22, 2025

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

(a) file an application response in Form 33,

(b) file the original of every affidavit, and of every other document, that

(i) you intend to refer to at the hearing of this application, and

(ii) has not already been filed in the proceeding, and

(c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:

(i) a copy of the filed application response

(ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person

(iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9)

Date OCTOBER 21, 2025
[date]

Signature of
☒ Applicant ☐ Lawyer for applicant(s)

[type or print name]

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs of Part 1 of this notice of application

☐ with the following variations and additional terms

Date
[date]

Signature of ☐ Judge ☐ Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

none of the above

This is Exhibit "**N**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

FORM 109
(RULE 22-2 (2) AND (7))

This is the 1st affidavit
of LIZHI LUO
[name]
in this case and was made on
21 Oct 2025
[date]

OCT 22 2025

Court File No.: S218371
Court Registry: Vancouver Registry

In the Supreme Court of British Columbia

Between

CANSTAR RESTORATIONS LIMITED PARTNERSHIP — Plaintiff(s)/ Petitioner (s)/ Applicant(s)/ Appellant(s)/ Solicitor(s)/ Client(s)

and

MBW CANADA HOLDING INC. — Defendant(s)/ Respondent(s)/ Solicitor(s)/ Client(s)

and

NORTHSTAR ACCESS LTD., SCAFFCHECK ENGINBEERING INC., AND JENISH CASTILLO — Third Party(ies)

AFFIDAVIT

I, LUO LIZHI *[name]* of 21735 LOUGHEED HWY, MAPLE RIDGE, BC, V2X252 *[address]*

OWNER *[occupation]*

SWEAR (~~OR AFFIRM~~) THAT:

1. I am the Applicant in this proceeding and the owner of MBW Canada Holding Inc. This affidavit is made in support of my Consolidated Notice of Application seeking disqualification of DLA Piper LLP and Mr. Robertson Struan as counsel for the Plaintiff.

2. Mr. Alex Starr served as a summer student at DLA Piper (Canada) LLP from May 2018 to August 2018 and as an articled student from May 2019 to May 2020.b) After leaving DLA Piper, Mr. Starr joined Lesperance Mendes Lawyers from September 2020 to September 2023. Exhibit A

During that time, he acted as associate counsel for MBW Canada Holding Inc., assisting from

beginning to end in drafting and revising the Notice of Civil Claim, Counterclaim, and related pleadings in Court Files S218371 and S2210281.

c) Despite his previous affiliation with DLA Piper—a firm that later represented Canstar—Mr. Starr did not disclose this history to me at any time.

d) Following his departure from Lesperance Mendes, Mr. Starr joined Fraser Health Authority as in-house counsel. He did not provide any written confidentiality undertaking upon leaving private practice.

3. Mr. Brian Foston is currently a Partner at DLA Piper (Canada) LLP effective November 2024. Prior to joining DLA Piper, he was a Partner at Clark Wilson LLP from February 2021 to November 2024. Clark Wilson LLP had previously represented or advised a third party involved in this litigation. Exhibit B

   b) On the day before the Plaintiff served its Summary Trial materials, I received an email dated on October 15, 2025 from Plaintiff's counsel that was cc'd to a DLA Piper lawyer named 'Jeffrey Horswill'. Exhibit C

   Upon checking that lawyer's public profile, I discovered that Mr. Poston had joined DLA Piper as a Partner.

   c) DLA Piper and Plaintiff's counsel made no prior disclosure of this connection. Given Mr. Poston's seniority and prior involvement in related matters, this created a serious structural conflict of interest.

4. Mr. Brian Foston is currently a Partner at DLA Piper (Canada) LLP, effective November 2024. Previously, he served as a Partner at Clark Wilson LLP (Feb 2021 – Nov 2024), a firm connected to a third party involved in this litigation. This transition creates a structural chain of conflicts between Clark Wilson and DLA Piper under Rule 3.4 of the Law Society of British Columbia's Code of Professional Conduct.

   The authorities — MacDonald Estate v. Martin (1990), R. v. Neil (2002), and Gichuru v. Purewal (2017 BCCA 281) — establish that even an appearance of conflict undermines public confidence in the fairness of proceedings.

   Upon admitting Mr. Poston as Partner, DLA Piper had an obligation to:

   1. Conduct a renewed conflict check across all open files; and

   2. Disclose any potential overlap to MBW Canada Holding inc..

   No such disclosure was made, violating both the spirit and letter of the BC Code r.3.4. This

omission erodes public trust in the independence of DLA Piper.

The addition of Mr. Poston introduces a significant and structural conflict, combining historical and institutional exposure. It is therefore submitted that DLA Piper LLP must be disqualified from acting for Canstar Restorations LP.

5. Structural and Imputed Conflict – No Valid Ethical Screen

Mr. Brian Poston previously acted as lead counsel for a third party directly involved in this litigation between 2021 and 2024. Mr. Poston has been actively involved in this matter , including participation in the discovery process and extensive correspondence related to key aspects of the case .

Upon joining DLA Piper (Canada) LLP as Partner, Mr. Poston's knowledge and insight became imputed to his new firm under the rule established in MacDonald Estate v. Martin (1990). The Applicant asserts that no ethical screen, regardless of when or how implemented, can effectively neutralize the risk of disclosure or influence in this case. Given Mr. Poston's partnership position and prior direct involvement in the same factual matrix, any claim of internal separation is inherently unreliable and cannot restore confidence in fairness. The burden of proof lies with DLA Piper to demonstrate, with verifiable and contemporaneous evidence, that no breach or exposure occurred—failing which, the Court must draw an adverse inference. The Applicant maintains that this situation constitutes an ongoing , irremediable institutional conflict that fundamentally undermines procedural integrity.

6. This section is respectfully submitted to assist the Court in understanding the procedural context of this application and to demonstrate that the Defendant, MBW Canada Holding Inc., has acted at all times in good faith and without any tactical motive to delay or obstruct the proceedings.

Following the Trial Management Conference Order dated December 6, 2024, this matter was originally scheduled to proceed to trial on January 19, 2025. Exhibit D

The trial, however, was bumped due to the unavailability of a presiding judge. Thereafter, both the Plaintiff (Canstar Restorations LP) and the Defendant (MBW) jointly attended at the court registry to reconfirm a new trial date, and September 29, 2025 was mutually agreed upon and registered. Under the BC Supreme Court Civil Rules, the obligation to file and serve a Notice of Trial rests with the Plaintiff. Despite this, the Plaintiff's counsel, M. Robertson of DLA Piper LLP, expressly stated in written correspondence that he did not intend to file a Notice of Trial. Exhibit E

Upon being informed by Ms. Tanya Dixon of the Court Registry that no such notice had been filed, the Defendant, MBW, took the initiative to file and serve the Notice of Trial to ensure that the matter could continue toward resolution in accordance with procedural requirements. Exhibit F

Subsequently, as a result of an intervening hearing initiated by third-party counsel, the trial date of September 29, 2025 was again delayed indefinitely. The Defendant respectfully submits that these delays were not caused by MBW, and that MBW has consistently made all reasonable efforts to move the case forward within the bounds of the Court's direction.

Furthermore, MBW has continued to endure severe financial prejudice due to the prolonged litigation process, including: • Continuous payment of high compound interest on both second and fourth mortgages; • The deposit of more than CAD $1,000,000 into the Court's trust account to remove builders' liens and discharge a Certificate of Pending Litigation (CPL) in order to proceed with refinancing; • Ongoing operational and opportunity losses caused by the extended duration of the proceedings.

These facts demonstrate that MBW has no motive whatsoever to delay or manipulate the progress of the case. On the contrary, MBW has incurred substantial costs and made extraordinary efforts to comply with every procedural requirement of this Court.

Mr. Robertson has repeatedly disregarded TMC Orders, pressed for summary trial contrary to the case's complexity, and arranged interpretation services twice without the Applicant's consent, undermining procedural fairness.

[if more space is required - attach page and state "See Attached"]

[The following paragraphs must be included if the affidavit was sworn or affirmed by video conference:]

[#] "I acknowledge the solemnity of making ~~a sworn statement~~/solemn declaration and acknowledge the consequences of making ~~an~~ untrue statement." *and*

[##] "I was not physically present before the person before ~~whom this affidavit~~ was sworn or affirmed but was in that person's presence using ~~video~~ conferencing."

SWORN (~~OR AFFIRMED~~) BEFORE ME)
at Vancouver)
(Commissioner's city/town))
British Columbia)
on October 22, 2025)
(date))
)
A commissioner for taking affidavits for)
British Columbia)
S. WU)
(and commissioner's official capacity or title))

Lizhi Luo)
(name))
B.C.D.L. Shown)

EXHIBIT H.

This is Exhibit "A" referred to in the affidavit of Lizhi Luo sworn (or affirmed) before me on (dd/mmm/yyyy) 22 OCT 2025

A Commissioner for taking affidavits for British Columbia

← Experience

Central Poll Supervisor
Elections Canada | Elections Canada · Seasonal
Apr 2025 - Apr 2025 · 1 mo

Supervised 10+ staff teams during advance polling and election day polling as the most senior on-site role, including site preparation and disassembly, rectifying on-site issues, and reporting to the District Returning Officer.

Ensured compliance with labour and election regulations and procedures, upholding the integrity, security and secrecy of the election process.

Legal Counsel
Vancouver Coastal Health · Permanent Full-time
Jul 2023 - Feb 2024 · 8 mos
Vancouver, British Columbia, Canada · On-site

Supported the Vancouver Coastal Health Authority as a member of the Health Law and Dispute Resolution team, assisting with legal issues, dispute forums in the areas of employment, risk management, health care, real estate and construction, investigations, and VCH's exercise of statutory authority.

Researched and prepared memoranda on the latest developments in the law, and collaborated, developed and drafted policies and procedures for use across the organization.

Associate Lawyer
Lesperance Mendes Lawyers
Jul 2022 - Apr 2023 · 10 mos
Toronto

Managed numerous client files simultaneously, while supporting senior counsel on significant construction litigation.

Advised and represented clients in disputes, including settlement negotiations, legal strategy, and written and verbal arguments in the BC Provincial and BC Supreme Court, as well as at the Civil Resolution Tribunal, WorkSafeBC, and Residential Tenancy Branch - Dispute Resolution.

Provided summary and ongoing legal advice in the areas of environment, employment, strata, construction, governance, private domain rights, and intellectual property.

Articled Student
DLA Piper
May 2021 - May 2022 · 1 yr 1 mo
Vancouver, British Columbia, Canada · On-site

Researched and analyzed substantive and procedural legal issues and drafted memorandums for trials, settlements, and arbitrations.

Produced court materials including pleadings, appellate factum, motion records, affidavits, notices, and ancillary procedural documents.

Assisted with imminent injunction hearings related to protection and access of assets, and protecting clients' access to operation sites.

Practice experience analyzing regulatory risk, ongoing regulatory compliance, and advising cross-jurisdictional clients (US, Canada).

Lifeguard/Swim Instructor
City of Vancouver
Jun 2019 - Aug 2021 · 2 yrs 3 mos
Vancouver, British Columbia, Canada · On-site

Planned, adapted, and executed swim lessons and leadership courses for a variety of learner types for preschool, child, teen and adult ages.

Monitored a high-risk environment, enforcing preventive safety measures and implementing interventions to maximize risk to users and the organization.

Directed group fitness exercises through 60 minute Aquafit classes, delivered to participants in groups of 10-50+.

Summer Student
DLA Piper
May 2020 - Aug 2020 · 4 mos
Vancouver, British Columbia, Canada · On-site

History Project Student Coordinator
Peter A. Allard School of Law at UBC
Jan 2019 - Apr 2019 · 4 mos

Researched and developed legal connections and conducted recorded interviews with survivors of the 60s Scoop and compiled profiles for the Allard Law History Project website (http://historyproject.allard.ubc.ca).

Coordinated and managed the work of student volunteers, and helped with training sessions.

Lifeguard/Swim Instructor
Jan 2017 - Jan 2019 · 2 yrs 1 mo

Update to our terms and data use

Starting November 3, 2025, we'll use some of your LinkedIn data to improve the content generative AI that we build. This includes your profile and how you engage with LinkedIn. Learn more.

Search

Welcomed members and guests in a friendly and professional manner and delivered exceptional service.

Peer led staff with advice and help in lessons and guarding practices, and frequently consulted with supervisor on improvement opportunities.

UBC REC
2 yrs 1 mo

Director, Dodgeball
Apr 2014 - Apr 2016 · 2 yrs 1 mo

Ensured the smooth operation of a seasonal intramural Dodgeball League with 400 weekly participants.
Recruited, trained, and led a staff team of 3-4 responsible for the organization and administration of the league.
Organized and initiated active promotions for multi-league registration.
Conducted the development of volunteer training program and delivered training sessions.
Largest College Intramural event in North America (Storm the Wall).

Assistant Director, Public Relations
Jan 2013 - Apr 2014 · 1 yr 4 mos

Associate Lawyer
Lesperance Mendes Lawyers
Sep 2020 - Sep 2023 · 3 yrs 1 mo

Practice as a civil litigator with a particular focus on home law - strata disputes, construction defect disputes and tenancy issues. Additional practice experience with employment, environmental, and general commercial disputes. Acted in disputes before the BC Civil Resolution Tribunal, the BC Residential Tenancy Branch, the Provincial Court of BC, and the BC Supreme Court, and represented clients at mediation.

Articled Student
DLA Piper
May 2019 - May 2020 · 1 yr 1 mo
Greater Vancouver Metropolitan Area

Provided support on files for both litigation and solicitor groups. Tasks included research and analysis of legal issues, legal memo writing, drafting court documents and supporting affidavits, preparing exhibits for trial, and correspondence with clients and external representatives. Managed multiple estates files with minimal supervision. Conducted corporate and land title due diligence. Assisted with regulatory advice including compliance audits and risk assessment for new initiatives.

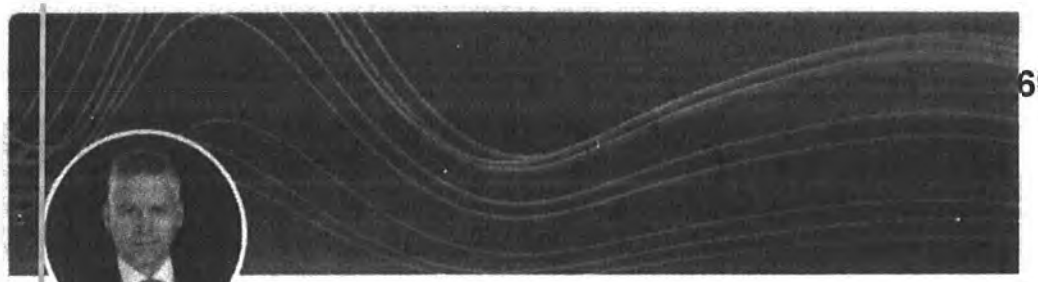
Lifeguard/Swim Intructor
City of Vancouver
Jun 2013 - Jun 2019 · 6 yrs 1 mo

Taught group and private lessons to children using Red Cross standards and criteria, including regular and constructive feedback for parents and students. Prevented emergencies through pool supervision and risk prevention, and managed emergencies which did occur calmly and effectively. Peer-led staff with advice and help in lessons and guarding practices, and frequently consulted with supervisors to implement new initiatives.

Summer Student
DLA Piper
May 2018 - Aug 2018 · 4 mos

EXHIBIT B

This is Exhibit " B " referred to in the affidavit of
Lizhi, Luo
sworn (~~or affirmed~~) before me on
22. OCT. 2025
(dd/mm/yyyy)
A Commissioner for taking affidavits (or as the case may be)



Brian Poston •
Partner at DLA Piper (Canada) LLP
Vancouver, British Columbia, Canada · Contact info

DLA Piper
University of Alberta

Message | + Follow | More

Activity
1,403 followers

Posts | Comments

Brian Poston reposted this

DLA Piper
385,528 followers
1mo ·

Congratulations to partners Ryan Black (Information Technology), Roy Hudson (Mining) and Brian Poston (Aviation) on being named Lawyers of the ...more



193 · 44 comments · 5 reposts

Brian Poston reposted this

Philip Haddad ·
Managing Director, Aviation at Marsh Canada
1mo ·

Fantastic day of golf with our friends at Pacific Coastal Airlines and the amazing charities that they support! Ken Britt Babatunde Folayan Greg ...more



82 · 1 comment · 2 reposts

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Update to our terms and data use

Starting November 3, 2025, we'll use some of your LinkedIn data to improve the content-generating AI that enhances your experience, unless you c
See what's new and how to manage your data. **Learn more**

CW
Clark Wilson LLP
Tel: 2021 · Fax: 2021
Vancouver, British Columbia, Canada

Lawyer specializing in aviation claims, product liability and complex insurance defence matters

Partner
MacKenzie Fujisawa LLP

Exhibit C

This is Exhibit "C" referred to in the affidavit of
LTzhi Luo
sworn (~~or affirmed~~) before me on [dd/mmm/yyyy]
22. OCT. 2025
A Commissioner for taking affidavits for British Columbia

Gmail

Max Luo <artinfiniti.ca@gmail.com>

RE: Canstar v. MBW [DLAPCAN-FIRMDOCS.FID2Horswill, Jeffrey <jeff.horswill@ca.dlapiper.com>537378]

1 封邮件

Robertson, Struan <struan.robertson@ca.dlapiper.com> 2025年10月15日 15:45
收件人： Max Luo <artinfiniti.ca@gmail.com>
抄送： "Ovens, Stephanie" <stephanie.ovens@ca.dlapiper.com>, "Kennedy, Kathleen" <kathleen.kennedy@ca.dlapiper.com>, "Jonathan J. Weisman" <jweisman@dolden.com>, Meera Jain <mjain@wt.ca>, Jessica Lau <jlau@dolden.com>

Mr. Luo:

In our view, MBW's application to have DLA removed as counsel should not stand in the way of our summary trial application. However, in the event the justice presiding over our summary trial application tomorrow wants to hear submissions on MBW's application, MBW should be prepared to speak to it.

Best,

Struan Robertson

Partner

T +1 604.643.2905

F +1 604.605.3793

E struan.robertson@ca.dlapiper.com

From: Kennedy, Kathleen <kathleen.kennedy@ca.dlapiper.com>
Sent: Wednesday, October 15, 2025 2:04 PM
To: Max Luo <artinfiniti.ca@gmail.com>; Jonathan J. Weisman <jweisman@dolden.com>; Meera Jain <mjain@wt.ca>
Cc: Robertson, Struan <struan.robertson@ca.dlapiper.com>; Ovens, Stephanie <stephanie.ovens@ca.dlapiper.com>; Horswill, Jeffrey <jeff.horswill@ca.dlapiper.com>; Jessica Lau <jlau@dolden.com>; Allen, Patti <patti.allen@ca.dlapiper.com>
Subject: Canstar v. MBW [DLAPCAN-FIRMDOCS.FID2537378]

Good afternoon

Attached are copies of the following documents filed in this matter on October 15, 2025:

1. Application Response of Canstar Restorations Limited Partnership; and
2. Affidavit #3 of Kathleen Kennedy, sworn October 15, 2025.

Please admit service of them be return email.

Regards,

Kathleen Kennedy

Legal Administrative Assistant

to Jeff Horswill, Justina Dredger and Struan Robertson

T +1 604.443.2621

E kathleen.kennedy@dlapiper.com

DLA PIPER

DLA Piper (Canada) LLP

Suite 2700, The Stack
1133 Melville St

Vancouver, BC V6E 4E5

www.dlapiper.com

This e-mail, the information contained in it and any attachment(s) are confidential and may be solicitor-client privileged and is intended for the sole use of the intended recipient(s). If the reader of this e-mail is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this e-mail, or any of its contents and/or attachments, is strictly prohibited. If you have received this e-mail in error, please [illegible] and destroy it. Thank you.

Exhibit D

This is Exhibit "D" referred to in the affidavit of
Li Zhi Luo
sworn (~~or affirmed~~) before me on [dd/mmm/yyyy]
22 OCT 2025

A Commissioner for taking affidavits for British Columbia

No. S218371
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

CANSTAR RESTORATIONS LIMITED PARTNERSHIP

PLAINTIFF

AND

MBW CANADA HOLDING INC.

DEFENDANT

AND

CANSTAR RESTORATIONS LIMITED PARTNERSHIP

DEFENDANT BY WAY OF COUNTERCLAIM

NORTHSTAR ACCESS LTD., SCAFFCHECK ENGINEERING INC. and JENISH CASTILLO

THIRD PARTIES

ORDER MADE AT TRIAL MANAGEMENT CONFERENCE

BEFORE	ASSOCIATE JUDGE BILAWICH	December 6, 2024

THIS MATTER coming on for a Trial Management Conference at Vancouver, BC Law Courts on December 6, 2024 and on hearing Struan Robertson and Stephanie Ovens, counsel for the Plaintiff and Defendant by way of Counterclaim Canstar Restorations Limited Partnership; David Volk and Aaron Lee, counsel for the Defendant MBW Canada Holdings Inc., Jonathan J. Weisman and Viola Winterton, counsel for Third Parties Scaffcheck Engineering Inc. and Jenish Castillo, and Meera Jain, counsel for Third Party Northstar Access Ltd.,

THIS COURT ORDERS that:

1. The trial in this matter scheduled to commence January 27, 2025 for 19 days will be extended by five days, for a total of 24 days of trial.

2. By January 6, 2025, the parties will exchange updated lists of documents, and copies of any newly listed documents, to one another.

3. By January 13, 2025, the parties are to provide to one another any expert file materials requested by the other parties that they are required to produce pursuant to Rule 11-8 of the *Supreme Court Civil Rules*.

4. By January 13, 2025, the parties are to exchange detailed objections to expert reports, if any, including particulars of the objections, the specific parts of the expert reports objected to, and any authority relied on.

5. By January 13, 2025, the parties are to exchange final witness lists and meaningful will-say statements summarizing the main points of evidence that the parties expect their non-party, non-expert witnesses will give at trial, along with the witnesses' identification and contact information including addresses and telephone numbers.

6. The plaintiff is to provide a draft trial schedule along with the mode of testimony of witnesses (whether in person or by video) to the defendant and third parties by January 13, 2025, the defendant is to provide its schedule and mode of testimony by January 16, 2025, and the third parties are to provide their schedule and mode of testimony by January 21, 2025.

7. The parties will use best efforts to reach a comprehensive document agreement. By January 13, 2025, the plaintiff will provide a draft document agreement to the defendant and third parties, and the defendant will provide any proposed changes to the document agreement by January 16, 2025. The third parties will provide any proposed changes to the document agreement by January 21, 2025.

8. The parties will use best efforts to conclude an index for a common book of documents. By January 13, 2025, the plaintiff will provide a copy of an index of their anticipated exhibits at trial to the defendant and third parties. The defendant must reciprocate by January 16, 2025, eliminating any duplication. The third parties must reciprocate by January 21, 2025, eliminating any duplication.

9. The parties will use best efforts to prepare an agreed statement of facts and chronology for the trial judge. By January 13, 2025, the plaintiff will provide a draft

agreed statement of facts and a draft agreed chronology of events to the defendant and third parties, and the defendant will provide any proposed changes to those documents to the by January 16, 2025. The third parties will provide any proposed changes by January 21, 2025.

10. Leave is granted for non-party witnesses to appear by video if desired.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER

Signature of ☑ lawyer for Canstar Restorations Limited Partnership
DLA Piper (Canada) LLP (Struan Robertson)

Signature of ☑ lawyer for MBW Canada Holding Inc.
Jenkins Marzban Logan LLP (David Volk)

Signature of ☑ lawyer for Scaffcheck Engineering Inc. and Jenish Castillo
Dolden Wallace Folick LLP (Jonathan J. Weisman)

Signature of ☑ lawyer for Northstar Access Ltd.
Clark Wilson LLP (Meera Jain)

BY THE COURT

REGISTRAR

EXHIBIT E

This is Exhibit "" referred to in the affidavit of
Lizhi. Luo.
sworn (or affirmed) before me on [dd/mmm/yyyy]
22. OCT. 2025.
A Commissioner for taking affidavits for British Columbia

78

Gmail

Max Luo <artinfiniti.ca@gmail.com>

Canstar Restorations Limited Partnership v. MBW Canada Holdings Inc. [Dolden-IMANAGE.FID425640]

4 封邮件

Jessica Lau <jlau@dolden.com> 2025年7月29日 13:34

收件人："artinfiniti.ca@gmail.com" <artinfiniti.ca@gmail.com>

抄送："Robertson, Struan" <struan.robertson@ca.dlapiper.com>, Viola Winterton <vwinterton@dolden.com>, "mjain@cwilson.com" <mjain@cwilson.com>

Good afternoon,

Please find attached correspondence on behalf of Mr. Weisman.

Thank you.

Jessica Lau

Legal Assistant to Andrew Breen & Jonathan Weisman

Dolden

Dolden Wallace Folick LLP

T [redacted] F [redacted]

ja[redacted]@dolden.com | www.dolden.com

18th Floor - 609 Granville St. Vancouver, B.C. V7Y 1G5

Voted one of Canada's Top 10 insurance law firms by Canadian Lawyer magazine.

MBW.007 (Re Notice of Trial).pdf
196K

Max Luo <artinfiniti.ca@gmail.com> 2025年7月30日 12:22
收件人：Jessica Lau <jlau@dolden.com>, "Robertson, Struan" <struan.robertson@ca.dlapiper.com>, mjain@cwilson.com

Dear Mr. Weisman,

We are writing in response to your letter concerning the Notice of Trial filed in the above-captioned matter.

Please be advised that the trial dates reflected in the Notice of Trial were selected in good faith following the Court's removal of the previously scheduled trial set for January 27, 2025, which had been set out in the Trial Management Conference Order dated December 6, 2024.

As you are aware, that Order was approved and signed by all parties, including your office. However, when the matter was removed from the trial list in January 2025, counsel for Canstar and MBW (ourselves) were present in court and mutually agreed to reschedule the trial to commence on **September 29, 2025**. This date was subsequently formalized through the Notice of Trial.

We acknowledge that your office may not have been involved in confirming the new trial dates. However, given the prior participation and agreement of all parties to proceed to trial, and the necessity to ensure continued progression of this litigation, we respectfully decline your request to withdraw the Notice of Trial.

Should your clients have specific scheduling conflicts, we are open to discussing reasonable accommodations or jointly requesting case management direction. However, absent compelling reasons, we believe the Notice of Trial should stand.

We remain available to collaborate on witness scheduling, pre-trial matters, and any trial efficiencies.

Yours truly,

Luo Lizhi
On behalf of MBW Canada Holding Inc.

Jessica Lau <jlau@dolden.com> 于2025年7月29日周二 13:35写道：
[引用文字已隐藏]

Robertson, Struan <struan.robertson@ca.dlapiper.com> 2025年7月30日 12:59
收件人：Max Luo <artinfiniti.ca@gmail.com>
抄送：Jessica Lau <jlau@dolden.com>, "mjain@cwilson.com" <mjain@cwilson.com>, Viola Winterton <vwinterton@dolden.com>, "jweisman@dolden.com" <jweisman@dolden.com>

Dear Mr. Luo,

We are adding Mr. Weisman and Ms. Winterton back into this thread as it appears you inadvertently did not include them in your reply.

We are not available for the September 29, 2025 trial as well – this is why we did not file the notice of trial in the first place. We have pre-existing court hearings scheduled during that time.

Canstar will be proceeding with the summary trial on August 12, 2025 in New Westminster that was booked with Ms. Dixon on June 9, 2025. Please find the filed requisition attached. At the last summary trial that was scheduled in June, you did not organize an interpreter which appears to have been an attempt to delay the

summary trial. Please confirm with our office by August 5th that you will have arrangements in place for a court interpreter to assist you on August 12th, 2025.

Best,

Struan Robertson

Partner

T +1 604 641 2905

F +1 604 605 3793

E struan.robertson@ca.dlapiper.com

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: Wednesday, July 30, 2025 12:22 PM
To: Jessica Lau <jlau@dolden.com>; Robertson, Struan <struan.robertson@ca.dlapiper.com>; mjain@cwilson.com
Subject: [EXTERNAL] Re: Canstar Restorations Limited Partnership v. MBW Canada Holdings Inc. [Dolden-IMANAGE.FID4256401]

CAUTION:
This e-mail, the information contained in it and any attachments are confidential and may be subject to client privilege and is intended for the sole use of the intended recipient(s). If the reader of this e-mail is not an intended recipient, you are hereby notified that any unauthorized review, use, forwarding, dissemination, distribution, or copying of this e-mail or any attachments is strictly prohibited. If you have received this e-mail in error, please reply to the sender and destroy all copies of the e-mail. Thank you.

2025-07-28 Requisition to set down hearing for summary trial.pdf
626K

Max Luo <artinfiniti.ca@gmail.com> 2025年7月31日 11:10
宛先: "Robertson, Struan" <struan.robertson@ca.dlapiper.com>, tanya.dixon@bccourts.ca, mjain@cwilson.com, vwinterton@dolden.com, Jessica Lau <jlau@dolden.com>

Dear Mr. Robertson,

We are writing in response to your recent correspondence regarding the summary trial set for August 12, 2025.

1. Mischaracterization of Interpreter Issue

Your allegation that the previous summary trial was delayed due to our failure to arrange for a court interpreter is factually incorrect and unfounded. As confirmed by Ms. Tanya Dixon, the matter was **bumped by the Court due to lack of**

judicial availability, not due to any omission on our part. This record is clearly documented in the Court's scheduling correspondence dated June 9, 2025.

2. Notice of Trial and Trial Management

We note your assertion that "no Notice of Trial was filed," however, this ignores the procedural history of the matter. A full 24-day trial was scheduled in Vancouver Supreme Court pursuant to a TMC Order, with the original 19 days extended by the presiding judge in recognition of the matter's complexity and the involvement of third parties. The delay in finalizing the Notice of Trial was not an act of avoidance but rather due to the lack of consensus on procedural direction—including the inappropriateness of proceeding by way of summary trial.

3. Unilateral Summary Trial Scheduling

Despite being advised of our **unavailability in July and August due to international travel**, your office proceeded to request hearing dates during that time. We did not consent to the August 12, 2025 date. The request for hearing time was made unilaterally and without appropriate procedural coordination, especially considering that **this matter is properly situated within the Vancouver Registry**, as confirmed in prior scheduling correspondence.

4. Procedural Fairness Concerns

We are self-represented litigants. Proceeding with a summary trial in a different registry, without proper consultation, and during a period we explicitly indicated we are unavailable, raises serious concerns about fairness and potential procedural abuse. Your office's continued attempt to bypass the previously managed trial process in Vancouver undermines the integrity of the proceedings.

We reserve our rights to seek procedural remedies and ask that any further attempts to schedule hearings respect our previously communicated availability and the proper procedural path already ordered by the Court.

Sincerely,
MAX LUO LIZHI
MBW Canada Holding Inc., Defendant by Counterclaim

Robertson, Struan <struan.robertson@ca.dlapiper.com> 于2025年7月30日周三 12:59写道:

Gmail - Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al. SCBC Vancouver Registry Action No. S218371.pdf
588K

EXHIBIT F

This is Exhibit " F " referred to in the affidavit of
Lizhi. Luo
sworn (~~or affirmed~~) before me on [dd/mmm/yyyy]
22. OCT. 2025.
A Commissioner for taking affidavits for British Columbia

Gmail

Max Luo <artinfiniti.ca@gmail.com>

Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al. SCBC Vancouver Registry Action No. S218371

5 封邮件

Kennedy, Kathleen <kathleen.kennedy@ca.dlapiper.com> 2025年6月9日 13:15
收件人： "artinfiniti.ca@gmail.com" <artinfiniti.ca@gmail.com>
抄送： "Robertson, Struan" <struan.robertson@ca.dlapiper.com>

Good afternoon,

There was a typo in your email address on previous email correspondence, copies of which are attached for your review and records.

Regards,

Kathleen Kennedy

Legal Administrative Assistant

to Jeff Horswill, Justina Driedger and Struan Robertson

T +1 604 443 2521

E kathleen.kennedy@ca.dlapiper.com

DLA PIPER

DLA Piper (Canada) LLP

Suite 2700, The Stack
[illegible] St

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To: "'Dixon, Tanya'" <Tanya.Dixon@bccourts.ca>
Cc: "Ovens, Stephanie" <stephanie.ovens@ca.dlapiper.com>, "'kathleen.kennedy@ca.dlapeper.com'" <kathleen.kennedy@ca.dlapeper.com>, "'mjain@wt.ca'" <mjain@wt.ca>, "'artintiniti.ca@gmail.com'" <artintiniti.ca@gmail.com>, "'jweisman@dolden.com'" <jweisman@dolden.com>, "Kennedy, Kathleen" <kathleen.kennedy@ca.dlapiper.com>
Bcc:
Date: Mon, 9 Jun 2025 17:56:31 +0000
Subject: RE: [EXTERNAL] Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al SCBC Vancouver Registry Action No. S218371

Dear Ms. Dixon:

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We would be grateful for any two-day block in the following windows:

- July 9 – 11, 14 – 18, 21 – 23, and 28 – 31; or
- August 5 – 8, and 11 – 14.

Best,

Struan Robertson

Partner

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F +1 604 605 3793

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Sent: Monday, June 09, 2025 9:13 AM
To: kathleen.kennedy@ca.dlapeper.com; Robertson, Struan <struan.robertson@ca.dlapiper.com>; artintiniti.ca@gmail.com; jweisman@dolden.com; Ovens, Stephanie <stephanie.ovens@ca.dlapiper.com>; mjain@wt.ca
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DLA Piper (Canada) LLP ALERT: This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

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New Westminster, Chilliwack, Abbotsford & Port Coquitlam

Office: 604 660 8551

After Hours Cell: 604 644 7013

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Subject: Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al. SCBC Vancouver Registry Action No. S218371 [DLAPCAN-FIRMDOCS.FID2537378]

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Bcc:
Date: Mon, 9 Jun 2025 16:44:36 +0000
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3 个附件

RE: [EXTERNAL] Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al. SCBC Vancouver Registry Action No. S218371.eml
35K

2025-06-06 LT Tanya Dixon Supreme Court Scheduling New Westminster.pdf
50K

[EXTERNAL] FW: Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al. SCBC Vancouver Registry Action No. S218371.eml
109K

Max Luo <artinfiniti.ca@gmail.com> 2025年6月11日 09:25

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I am committed to advancing this matter and am fully available for a long chambers date **from September onward**. I would sincerely appreciate it if this availability could be considered in any priority scheduling decisions.

Thank you again for your time, understanding, and fairness in handling these complex requests.

Sincerely,

Lizhi Luo

MBW Canada Holding Inc.

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Date: 2025年6月9日周一 13:15
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To: artinfiniti.ca@gmail.com <artinfiniti.ca@gmail.com>
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[引用文字已隐藏]

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Subject: Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al. SCBC Vancouver Registry Action No. S218371 [DLAPCAN-FIRMDOCS.FID2537378]

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Dixon, Tanya <Tanya.Dixon@bccourts.ca> 2025年6月11日 12:13
收件人: Max Luo <artinfiniti.ca@gmail.com>
抄送: "Robertson, Struan" <struan.robertson@ca.dlapiper.com>, "Ovens, Stephanie" <stephanie.ovens@ca.dlapiper.com>, "kathleen.kennedy@ca.dlapiper.com" <kathleen.kennedy@ca.dlapiper.com>, "Dixon, Tanya" <Tanya.Dixon@bccourts.ca>

Good afternoon

I can advise you that you no longer have a trial date in Vancouver, it has been struck off the list because no one filed a Notice of Trial.

Due to the fact that New Westminster bumped the case last time, I have an obligation to give counsel another date in my locations. That's just how it works.

So, I'll let all of you chat offline and you can tell me if you want to change the date

Tanya Dixon

Manager, Supreme Court Scheduling

New Westminster, Chilliwack, Abbotsford & Port Coquitlam

Office: 604 660 8551

After Hours Cell: 604 644 7013

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: June 11, 2025 9:26 AM
To: Dixon, Tanya <Tanya.Dixon@BCCourts.ca>
Cc: Robertson, Struan <struan.robertson@ca.dlapiper.com>; Ovens, Stephanie <stephanie.ovens@ca.dlapiper.com>; kathleen.kennedy@ca.dlapiper.com

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Subject: RE: [EXTERNAL] Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al. SCBC Vancouver Registry Action No. S218371

Hello,

I have reserved August 12, 2025 in New Westminster for you.

Tanya Dixon

Manager, Supreme Court Scheduling

New Westminster Chilliwack Abbotsford & Port Coquitlam

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After Hours Cell 604 644 7013

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To: kathleen.kennedy@ca.dlapeper.com; Robertson, Struan <struan.robertson@ca.dlapiper.com>; artintiniti.ca@gmail.com; jweisman@dolden.com; Ovens, Stephanie <stephanie.ovens@ca.dlapiper.com>; mjain@wt.ca

Cc: Dixon, Tanya <Tanya.Dixon@BCCourts.ca>

Subject: [EXTERNAL] Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al. SCBC Vancouver Registry Action No. S218371

DLA Piper (Canada) LLP ALERT: This is an external email. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Good morning,

I will give you a 'bumped-priority' date but I need to be clear on a couple of things.

Chief Justice Skolrood has a different approach in regards to getting long chambers heard. I make note of all of the pertinent details of the application(s) when I'm assigning Judges to upcoming cases but I consider variables against ALL of the cases on that list to see if any mandate an urgent hearing. For example, a protection order, a Hague file, an injunction or criminal matter could be heard over your file. Priority/bumped status doesn't guarantee anything anymore.

I also have to contend with the fact that the Judges have been given extra time out of court since the new Chief Justice was appointed. The way it has been conveyed to the presiders: if they feel overwhelmed, they are invited to ask for additional time out... even on short notice... even if it means bumping work. Scheduling will push back and say it could leave us short but, the Judges are typically supported to take the time they want.

This means I am frequently left scrambling to reassign or cancel appearances which puts me in a difficult position, especially when multiple judges request the same day off (e.g., all asking for a particular Friday before a long weekend) and I'm left to manage the fallout with counsel whose matters are affected.

On the flip side, many counsel and litigants continue to act inappropriately which severely limits my ability to fairly allocate time and space:

1) monopolizing dates in multiple locations;

2) underestimating hearings and then showing up with triple the application material expecting I'm going to persuade a Judge it can be heard within the time allotted;

3) deciding to adjourn or settle a hearing but don't think to contact Scheduling so we can free the date up for someone else.

So, all of this is to say, it's extremely challenging to balance fairness and efficiency when both ends of the system are pulling it apart. I document everything I can and try to make the most equitable decisions possible, but the reality is this is what I'm working with.

You will be triple booked on top of already scheduled work for July or August so, you'll need to keep every finger and toe crossed. If I bump you again, the same process will be in place. Please let me know what date you want.

Thank you,

Tanya Dixon

Manager, Supreme Court Scheduling

New Westminster, Chilliwack, Abbotsford & Port Coquitlam

Office: 604 660 8551

After Hours Cell: 604 644 7013

From: Kennedy, Kathleen <kathleen.kennedy@ca.dlapiper.com>

Sent: June 6, 2025 10:40 AM

To: SC Scheduling-NewWest <sc.scheduling_nw@BCCourts.ca>

Cc: Robertson, Struan <struan.robertson@ca.dlapiper.com>; Max Luo <artinfiniti.ca@gmail.com>; jweisman@dolden.com; mjain@wf.ca; Ovens, Stephanie <stephanie.ovens@ca.dlapiper.com>

Subject: Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al. SCBC Vancouver Registry Action No. S218371 [DLAPCAN-FIRMDOCS.FID2537378]

Good morning Ms. Dixon

Please see Struan Robertson's letter of today's date attached

Regards

Kathleen Kennedy

Legal Administrative Assistant

to Jeff Horswill, Justina Driedger and Struan Robertson

T: +1 604 443 2621

E: kathleen.kennedy@ca.dlapiper.com

2025-06-06 LT Tanya Dixon Supreme Court Scheduling New Westminster.pdf
53K

Max Luo <artinfiniti.ca@gmail.com>
收件人： "Dixon, Tanya" <Tanya.Dixon@bccourts.ca>

2025年6月12日 11:47

抄送: "Robertson, Struan" <struan.robertson@ca.dlapiper.com>, "Ovens, Stephanie" <stephanie.ovens@ca.dlapiper.com>, "kathleen.kennedy@ca.dlapiper.com" <kathleen.kennedy@ca.dlapiper.com>, "Dixon, Tanya" <Tanya.Dixon@bccourts.ca>, sc scheduling_va@bccourts.ca, sc.scheduling_nw@bccourts.ca

Dear Ms. Dixon,

I write to respectfully object to the Plaintiff's request for a summary trial in the above-referenced matter.

This case was already scheduled for a full 24-day trial starting on September 29, 2025, following a Trial Management Conference in which the judge extended the original 19-day trial length due to the case's complexity and the involvement of multiple third parties. The Court had previously moved the trial from January 27, 2024 due to lack of judicial availability. All parties had submitted extensive pre-trial materials in preparation.

I was informed that this trial date was removed from the list because Form 40 (Notice of Trial) was not filed by your email yesterday. As a self-represented litigant, I was never advised that a Notice of Trial was still required despite the Court having already rescheduled the trial to September 29, 2025. The Court Registry also did not notify me when the date was removed. I respectfully submit that as a self-represented party, I should have received notice or some procedural clarification at the time.

What is more troubling is that the Plaintiff's counsel – a licensed law firm familiar with these obligations – also did not file the Form 40, nor did they notify me of the need to do so. Instead, they now seek to proceed by summary trial in New Westminster, even though they know I am unavailable in July and August due to pre-scheduled family obligations in the United States. I will be out of the country during this time.

This sequence of actions strongly suggests an **abuse of process**

1. Failing to file the required Form 40 despite knowing the matter had a scheduled trial;
2. Failing to notify a self-represented litigant of that requirement;
3. Strategically moving to reframe the matter as a summary trial after the full trial was struck from the list;
4. Attempting to change the venue to New Westminster from the original Vancouver registry;
5. Proceeding without transparency and fairness to an unrepresented party.

I believe the Plaintiff is attempting to circumvent the authority and planning of the Trial Management Conference, and to use procedural advantage against a self-represented party.

I therefore respectfully request that:

1.The summary trial request be denied;

2. The September 29, 2025 trial be reinstated or, if unavailable, a replacement trial date be scheduled on a priority basis at the Vancouver Registry;

3. My unavailability in July and August due to travel to the United States be duly noted.

I thank you for your consideration of this matter and your ongoing efforts in managing this file.

Sincerely,

MBW CANADA HOLDING INC.

LIZHI LIU

Dixon, Tanya <Tanya.Dixon@bccourts.ca> 于2025年6月11日周三 12:13写道:
[引用文字已隐藏]

Max Luo <artinfiniti.ca@gmail.com> 2025年6月12日 11:56

收件人： "Robertson, Struan" <struan.robertson@ca.dlapiper.com>

抄送： kathleen.kennedy@ca.dlapiper.com, "tanya.dixon@bccourts.ca" <tanya.dixon@bccourts.ca>, "Ovens, Stephanie" <stephanie.ovens@ca.dlapiper.com>

Dear Mr. Robertson,

I write to express my formal objection to your attempt to proceed by way of summary trial in the above matter.

As you are fully aware, this case was scheduled for a 24-day trial commencing September 29, 2025, following a Trial Management Conference (TMC) where the presiding judge extended the trial duration from 19 to 24 days based on the case's complexity and the involvement of third parties.

You also know that the trial date was only removed because Form 40 (Notice of Trial) was not filed. As plaintiff's counsel, it was your professional responsibility to ensure that procedural steps under Rule 12-1 were followed, especially after the trial was rescheduled to September 2025. Your firm is familiar with the process and you knew that a Notice of Trial was required.

At no point did you notify or remind me, a self-represented litigant, of the necessity of filing Form 40. This omission, followed by your attempt to pivot to summary trial and seek hearing dates in New Westminster, strongly suggests an attempt to circumvent the established trial structure approved by the Court.

We consider this a misuse of process and respectfully ask that you cease efforts to pursue summary trial. We are firmly opposed to the summary trial approach, which contradicts both the TMC order and the procedural fairness owed to all parties.

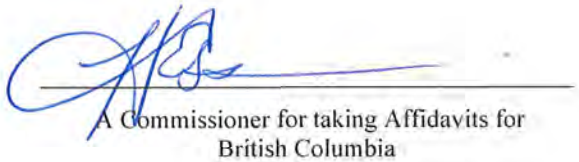
We request that the matter be returned to trial at the Vancouver Registry. If the original September 29, 2025 date is no longer available, we ask that you confirm your client's availability for alternate dates so that a new trial date may be coordinated.

I remain open to resolving this procedurally and respectfully, and I request your prompt written response.

Sincerely,
LIZHI LUO
MBW Canada Holding Inc. – Defendant (Self-Represented)

---------- Forwarded message ---------
发件人： **Max Luo** <artinfiniti.ca@gmail.com>
Date: 2025年6月12日 周四 11:47
Subject: Re: Canstar Restorations Limited Partnership v. MBW Canada Holding Inc. et al. SCBC Vancouver Registry Action No. S218371
To: Dixon, Tanya <Tanya.Dixon@bccourts.ca>
Cc: Robertson, Struan <struan.robertson@ca.dlapiper.com>, Ovens, Stephanie <stephanie.ovens@ca.dlapiper.com>, kathleen.kennedy@ca.dlapiper.com <kathleen.kennedy@ca.dlapiper.com>, Dixon, Tanya <Tanya.Dixon@bccourts.ca>, <sc.scheduling_va@bccourts.ca>, <sc.scheduling_nw@bccourts.ca>
[引用文字已隐藏]

This is Exhibit "**O**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026



A Commissioner for taking Affidavits for
British Columbia

VANCOUVER
NOV 13 2025
REGISTRY

No. S218371
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CANSTAR RESTORATIONS LIMITED PARTNERSHIP

PLAINTIFF

AND:

MBW CANADA HOLDING INC.

DEFENDANT

AND:

CANSTAR RESTORATIONS LIMITED PARTNERSHIP

DEFENDANT BY WAY OF COUNTERCLAIM

AND:

SKY-HI SCAFFOLDING LTD., NORTHSTAR ACCESS LTD., SCAFFCHECK ENGINEERING INC. and JENISH CASTILLO

THIRD PARTIES

APPLICATION RESPONSE

Application response of: Canstar Restorations Limited Partnership ("**Canstar**")

THIS IS A RESPONSE TO the notice of application of MBW Canada Holding Inc. filed October 23, 2025.

The application respondent estimates that the application will take **2.5 hours**, being heard at the same time as MBW's application filed October 6, 2025 pursuant to the Order of Justice Crerar dated October 16, 2025.

PART 1 ORDERS CONSENTED TO

The application respondent consents to the granting of the orders set out in the following paragraphs of Part 1 of the notice of application on the following terms: **NONE**

PART 2 ORDERS OPPOSED

The application respondent opposes the granting of the orders set out in paragraphs **ALL** of Part 1 of the notice of application.

PART 3 ORDERS ON WHICH NO POSITION IS TAKEN

The application respondent takes no position on the granting of the orders set out in paragraphs **NONE** of Part 1 of the notice of application.

PART 4 FACTUAL BASIS

1. The plaintiff, Canstar, is in the business of residential and commercial building restoration, and provides services to clients who have experienced property damage due to fire, water, smoke and mould.

   The Amended Notice of Civil Claim at para. 2

2. MBW Canada Holding Inc. ("**MBW**") is the registered owner of the commercial property, a hotel, located at 21735 Lougheed Highway, Maple Ridge, BC (the "**Property**"). This proceeding arises out of the remediation of the Property following a fire. In this proceeding, Canstar seeks payment for its invoices from MBW.

   The Amended Notice of Civil Claim at paras. 4, 6-7

3. Mr. Brian Poston's first day at DLA Piper was November 1, 2024. Previously, he was a partner at Clark Wilson LLP where he represented Northstar Access Ltd., formerly known as Sky-Hi Scaffolding Ltd. ("**Northstar**") in the within action. Mr. Poston ceased working for Northstar on October 31, 2024.

   Affidavit #1 of Brian Poston at paras. 2-4

4. MBW and Canstar both issued third party notices against Northstar in the within action. Northstar issued a counterclaim on February 25, 2022.

Affidavit #4 of Kathleen Kennedy at paras. 5-7, Exhs C-E

5. Mr. Poston has not received any confidential information from Mr. Luo on behalf of MBW for the within matter, or any matter.

Affidavit #1 of Brian Poston at para. 11

6. On Mr. Poston's first day (November 1, 2024), General Counsel at DLA Piper, Mr. Eric Sherbine, distributed a memorandum advising Mr. Poston, his team, and the lawyers and staff working on the within matter for Canstar (including Mr. Robertson) (the "**Canstar Group**") that DLA Piper established an ethical wall between Mr. Poston's group and the Canstar Group (the "**Ethical Wall**").

Affidavit #1 of Brian Poston at paras. 5-6, Exh. A [Ethical Wall]

7. Pursuant to the Ethical Wall:

(a) Mr. Poston was required to agree to an undertaking to not discuss the Canstar Matter with any other member of the firm and to not have any involvement with the Canstar Matter.

(b) The members of the Canstar Group were not permitted to discuss the Canstar Matter or discuss any confidential information relating to the Canstar Matter with Mr. Poston.

(c) The members of the Canstar Group were required to ensure that their electronic files, including emails, for the Canstar Matter were stored in a dedicated location in our document management system, and the firm was required to implement electronic security controls so that Mr. Poston was not able to access that dedicated location in our document management system.

(d) Mr. Poston was required to agree to an undertaking to not access any information or entries in the firm's accounting system relating to the Canstar Matter, and DLA Piper was required to implement electronic security

controls so that Mr. Poston was not able to access such information in the firm's accounting system.

(e) The members of the Canstar Group were required to take reasonable steps to ensure that their hard copy files and papers for the Canstar Matter were neither readily nor inadvertently accessible to Mr. Poston.

(f) The supervisor for the Canstar Matter was required to ensure that each new lawyer, assistant or other person receiving confidential information who worked on the Canstar Matter received a copy of the memorandum and that notice of their addition was given to Mr. Sherbine and all other lawyers, assistants or other persons working on the Canstar Matter. The new member was required to confirm to the General Counsel in writing that the member had read the memorandum and accepted the measures set out in the memorandum.

(g) Any member of DLA Piper acquiring knowledge that any of these instructions had not been followed was required to promptly inform Mr. Sherbine.

(h) The above instructions would remain in effect until further notice from Mr. Sherbine.

Affidavit #4 of Kathleen Kennedy at para. 10, Exh F [Ethical Wall]

8. On November 1, 2024:

(a) electronic security controls were implemented by the Records Management Team at DLA Piper so that Mr. Poston was not able to access information regarding the Canstar Matter in DLA's accounting system; and

(b) electronic security controls were implemented by the Information Technology Team at DLA Piper so that Mr. Poston could not access the dedicated folders in which electronic files were stored in DLA Piper's document management system regarding the Canstar Matter.

Affidavit #4 of Kathleen Kennedy at para. 11

9. Mr. Poston and Mr. Robertson have both sworn affidavits that they are aware of their duties under the Ethical Wall and in accordance with the Ethical Wall, they have not spoken to one another about the within matter. Mr. Poston has not spoken to anyone at DLA Piper about the within matter, seen any documents related to the matter, and has not worked on, consulted, advised, or had any involvement in the within matter at DLA Piper or any matter for Northstar, and has not worked on any files for DLA Piper's client Canstar.

Affidavit #1 of Brian Poston at paras. 7-8
Affidavit #1 of Struan Robertson at paras. 3-4
Affidavit #4 of Kathleen Kennedy at para. 12

10. Mr. Robertson's office is on the 29th floor of DLA Piper's Vancouver office, and Mr. Poston's office is on the 28th floor. Mr. Robertson and Mr. Poston are in different practice groups, do not share any legal administrative assistants or paralegals, and have not worked on any files together.

Affidavit #1 of Struan Robertson at para. 5
Affidavit #4 of Kathleen Kennedy at paras. 14-15

11. Mr. Poston did not discover Mr. Luo: Mr. Poston attended the discovery of Mr. Luo, when he represented Northstar.

Affidavit #1 of Struan Robertson at para. 6
Affidavit #1 of Brian Poston at para. 10

12. Further facts as counsel may advise.

PART 5 LEGAL BASIS

1. Canstar seeks this application be dismissed with costs paid to Canstar in any event of the cause. MBW seeks the removal of Mr. Robertson and DLA Piper as counsel based on an alleged conflict of interest, as Mr. Brian Poston, former counsel for Northstar, now works at DLA Piper.

2. Counsel removal orders are an extraordinary remedy, to be approached with "great caution and rarely invoked." The right of any litigant to retain (and continue with) counsel of their choice, while not absolute, is one which has significant weight. Disqualification of counsel, and removal from the record in ongoing proceedings, is a remedy of last resort and a step that should not be undertaken where there is a clear alternative and where such an order is not mandated by fundamental fairness and the public interest in the due administration of justice.

Gichuru v. Purewal, 2017 BCCA 281 at para. 17 [*Gichuru*]
Bassett v. Magee, 2018 BCSC 2322 at para. 67 [*Bassett*]

3. *MacDonald Estate v. Martin*, [1990] 3 S.C.R. 1235 [*MacDonald Estate*] applies when a former client of a counsel seeks to disqualify a law firm from acting. The test that is typically applied has been described as whether a reasonably informed person would conclude in the circumstances that a disqualifying conflict of interest exists such that there is a possibility of real mischief if counsel is not removed. The court looks at two factors:

(1) Did the lawyer receive confidential information attributable to a solicitor and client relationship relevant to the matter at hand; and

(2) Is there a risk that it will be used to the prejudice of the client?

4. Though the principles from *MacDonald Estate* are instructive, additional considerations apply to removal applications when a third party (being a party who was not a former or alleged former client) seeks counsel to be disqualified based on a conflict of interest, as a third party does not have the same interest in and cannot assert a client's rights and privileges. In these situations, the applicant must point to their <u>own</u> prejudice arising from shared confidential information, and the applicant's principal interest should be avoiding a compromised trial process.

Gichuru, *supra* at para. 16
Bassett, *supra* at para. 67
Ladhar v. Ladhar, 2024 BCSC 1339 at para. 92 [*Ladhar 2024*]

1. Did a DLA Piper Lawyer Receive Confidential Information Attributable to a Solicitor and Client Relationship Relevant to the Matter at Hand?

5. MBW states that Mr. Poston participated in the examinations for discovery and was involved in correspondence: however, Mr. Poston was acting in an adversarial position to MBW, as counsel. MBW has not identified any confidential information it shared with Mr. Poston, which would compromise the trial process. Mr. Poston's evidence is that he has received no confidential information from Mr. Luo on behalf of MBW for the within matter, or any matter.

6. Mr. Poston received confidential information from Northstar with respect to the within proceedings (who is adversarial to Canstar, but also adversarial to MBW).

2. Is there a risk the confidential information will be used to the prejudice of MBW?

7. MBW has not identified any prejudice to itself arising from shared confidential information which could compromise the trial process. This is not the situation of a client or former client alleging that their current or former lawyer is purporting to represent a party which opposes that client in a legal matter. Northstar, Mr. Poston's former client, has not brought any such application to disqualify DLA Piper from continuing to act for Canstar.

8. The question of whether there is a real risk of the confidential information being used to the prejudice of MBW is an objective test: whether there is a "real basis on which an informed member of the public would believe that relevant confidential information either has been or will be improperly disclosed." The courts must consider whether the consequences of disclosure—the mischief—is actual, and not speculative.

Ladhar 2024, *supra* at para. 121
Robertson v. Slater Vecchio (A Partnership), 2007 BCSC 534 at para. 44 (aff'd 2008 BCCA 306 at para. 16)

9. This factor is to be considered through an assessment of the nature and timing of the measures taken by DLA Piper in light of the inference that lawyers who work together share confidences. The court must be satisfied based on clear and convincing evidence that all reasonable measures have been taken to ensure that no disclosure occurred. "Reasonable measures" will generally be those set out in the professional conduct rules of governing bodies, here, being the Law Society of British Columbia.

Ladhar Estate v. Ladhar, 2025 BCSC 1782 stated at para. 53
Griffin v. Griffin, 2020 BCSC 1249 at para. 48
Robertson v. Slater Vecchio (A Partnership), 2008 BCCA 306 at para. 1
Kummer v. Kummer, 2023 BCSC 895 at para. 104
Rules 3.4-17 to 3.4-23 of the Code of Professional Conduct for British Columbia (the "**BC Code**")

10. In the within matter, the Ethical Wall conforms to the guidelines in the BC Code. DLA Piper's confidential screening walls and electronic security settings were set up on the same day that Mr. Poston transferred—November 1, 2024—and accordingly there was no delay in instituting the ethical screening. In *Griffin v. Griffin*, 2020 BCSC 1249, *Robertson v. Slater Vecchio (A Partnership)*, 2008 BCCA 306, and *Kummer v. Kummer*, 2023 BCSC 895, the firms installing 'firewalls' or 'confidentiality screens' were found to be reasonable measures and no disqualification was ordered, despite a short delay before the ethical wall was put in place.

11. In cases where counsel was disqualified, the long delay with which the transferring lawyer started and the firewalls were in place was found to be fatal: In *Ladhar v. Ladhar*, 2024 BCSC 1339 there was a 7 month delay, and in *Alcan Inc. v. Farris, Vaughn, Wills & Murphy*, 2004 BCSC 784 there was a 17 month delay. Here, there was no delay: the wall was set up the same day.

12. Mr. Poston and Mr. Robertson do not work on any files together. They sit on different floors and have different administrative teams.

13. MBW has marshalled no evidence aside from speculation to suggest that Mr. Poston has shared confidential information about Northstar or MBW with Mr. Robertson or any lawyer at DLA Piper. MBW relies solely on Mr. Poston now working at the same firm. Without evidence, the court will assume that lawyers abide by and fulfill their ethical duties and do not breach their loyalty to maintain confidence of their clients. Mr. Poston and Mr. Robertson have both sworn affidavits that they are aware of their duties under the Ethical Wall and in accordance with the Ethical Wall, they have not spoken to one another about the within matter.

Ladhar Estate v. Ladhar, 2025 BCSC 1782 at para. 66

3. Costs

14. Pursuant to Rule 14-1(12) of the *Rules*, **unless the court otherwise orders,** if an application is refused, the party who brought the application is not entitled to costs of the application, but the party opposing the application is entitled to costs if that party is awarded costs at trial or at the hearing of the petition.

15. Canstar's position is that this application was brought for the purpose of frustrating the hearing on the merits of Canstar's claim. This is a meritless application which made serious and unfounded allegations of misconduct against counsel. Canstar seeks costs of this application in any event of the cause.

ZF Farm Ltd. v. DLA Piper (Canada) LLP, 2024 BCSC 517 at para. 45

16. Further legal basis as counsel may advise.

PART 6 MATERIAL TO BE RELIED ON

1. Affidavit #2 of Kathleen Kennedy filed September 2, 2025;
2. Affidavit #3 of Kathleen Kennedy filed October 15, 2025;
3. Affidavit #4 of Kathleen Kennedy made November 12, 2025;
4. Affidavit #1 of Struan Robertson made November 12, 2025;

5. Affidavit #1 of Brian Poston made November 12, 2025;

6. Application Response of Canstar filed October 15, 2025;

7. Amended Notice of Civil Claim; and

8. Further material as counsel may advise.

☒ The application respondent has filed in this proceeding a document that contains the application respondent's address for service.

November 13, 2025
Dated

Signature of ☒ lawyer for application respondent
DLA Piper (Canada) LLP (Stephanie Ovens)
Lawyer for the Plaintiff

This is Exhibit "P"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

19-Dec-25

No. S218371
Vancouver Registry

Vancouver

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CANSTAR RESTORATIONS LIMITED PARTNERSHIP

PLAINTIFF

AND:

MBW CANADA HOLDING INC.

DEFENDANT

AND:

CANSTAR RESTORATIONS LIMITED PARTNERSHIP

DEFENDANT BY WAY OF COUNTERCLAIM

AND:

SKY-HI SCAFFOLDING LTD., NORTHSTAR ACCESS LTD., SCAFFCHECK ENGINEERING INC. and JENISH CASTILLO

THIRD PARTIES

ORDER MADE AFTER APPLICATION

BEFORE	THE HONOURABLE JUSTICE UNDERHILL	Date: November 19, 2025

ON THE APPLICATIONS of the Defendant, MBW Canada Holding Inc., coming on for hearing at 800 Smithe Street, Vancouver, BC, V6Z 2E1 on November 19, 2025, and on hearing Stephanie Ovens, counsel for the Plaintiff, and MBW Canada Holding Inc. self-represented by Mr. Li Zhi Luo:

THIS COURT ORDERS that:

1. The applications of MBW Canada Holding Inc. ("**MBW**") dated October 6, 2025 and October 23, 2025, seeking the disqualification of Mr. Struan Robertson and DLA Piper (Canada) LLP as counsel for the Plaintiff (collectively, the "**Applications**"), are dismissed;

2. Costs of the Applications are payable forthwith by MBW to the Plaintiff in any event of cause;

3. The requirement that MBW endorse the form of this order is dispensed with; and

4. Counsel for the Plaintiff will provide a copy of this Order to MBW by e-mail before it is entered by the Court, and will provide an entered copy of this Order to MBW by e-mail forthwith after receiving the entered copy from the Court.

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 ☑ lawyer for the Plaintiff
DLA Piper (Canada) LLP (Stephanie Ovens)

BY THE COURT

Digitally signed by
Lambier, Denise

REGISTRAR

No. S218371
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CANSTAR RESTORATIONS LIMITED PARTNERSHIP
PLAINTIFF

AND:

MBW CANADA HOLDING INC.
DEFENDANT

AND:

CANSTAR RESTORATIONS LIMITED PARTNERSHIP
DEFENDANT BY WAY OF COUNTERCLAIM

AND:

SKY-HI SCAFFOLDING LTD., NORTHSTAR ACCESS LTD., SCAFFCHECK ENGINEERING INC. and JENISH CASTILLO
THIRD PARTIES

ORDER MADE AFTER APPLICATION

DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 036293-00032 SQO/pea

This is Exhibit "**Q**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

From: Max Luo <artinfiniti.ca@gmail.com>
Sent: November-10-26 7:10 PM
To: sstephens; Kibben Jackson
Cc: Lily Y. Zhang; Vivienne Zhang; edeol@owenbird.com; Jessica Cameron; struan.robertson@ca.dlapiper.com; joel.robertson-taylor@ca.dlapiper.com
Subject: RE: H261238 – Wan et al. v. MBW Canada Holding Inc. et al. – November 16, 2026 hearing (time estimate and personal judgment)
Attachments: H261238_Form32_Notice_of_Application_FILED_2026-11-09.pdf; H261238_Affidavit3_Li_Zhi_Luo_FILED_2026-11-09.pdf; H261238_Form33.01_Notice_of_Hearing_FILED_2026-11-09.pdf; H261238_Form17_Requisition_FILED_2026-11-10.pdf

Dear Counsel,

Further to my email of November 9, 2026 and Mr. Jackson's request, please find attached filed copies of the following documents in Vancouver Registry No. H261238:

1. Notice of Application (Form 32) of the respondents MBW Canada Holding Inc. and Li Zhi Luo, filed November 9, 2026;

2. Affidavit #3 of Li Zhi Luo, sworn November 9, 2026, with Exhibits A to F, filed November 9, 2026;

3. Notice of Hearing of Application (Form 33.01), filed November 9, 2026; and

4. Requisition (Form 17), filed November 10, 2026.

The Requisition corrects the following entries in the Notice of Hearing filed November 9, 2026:

(a) Item 1 (Service): the Notice of Application was served on November 9, 2026 by personal delivery to counsel for the Petitioners, not on November 6, 2026 by email;

(b) Item 1: the box indicating that an application response was served on November 8, 2026 was ticked in error and should be disregarded; and

(c) Item 2 (Date of hearing): the parties have been unable to agree as to the date of the hearing, but notice of the hearing will be given to the application respondents in accordance with Rule 8-1(14.5).

The hearing remains set for November 17, 2026 at 9:45 a.m. at 800 Smithe Street, Vancouver. The date, time and orders sought are unchanged.

Yours truly,

Li Zhi Luo, on his own behalf and for MBW Canada Holding Inc.
21735 Lougheed Highway, Maple Ridge, BC V2X 2S2
Email for service: artinfiniti.ca@gmail.com

VANCOUVER
NOV 09 2026
REGISTRY

Form 32 (Rule 8-1 (4))

No. H261238
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JINGXIAN WAN, YVW GLOBAL INVESTMENT INC., and 1472790 B.C. LTD.

PETITIONERS

AND:

MBW CANADA HOLDING INC., LI ZHI LUO, CANSTAR RESTORATIONS LIMITED PARTNERSHIP, and ALL TENANTS OR OCCUPIERS OF THE SUBJECT LANDS AND PREMISES

RESPONDENTS

NOTICE OF APPLICATION

Name of applicants: MBW Canada Holding Inc. and Li Zhi Luo

To: Jingxian Wan, YVW Global Investment Inc., and 1472790 B.C. Ltd., and their counsel, Owen Bird Law Corporation; Canstar Restorations Limited Partnership; and all other parties of record

TAKE NOTICE that an application will be made by the applicants to the presiding judge or associate judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia on a date to be set by Notice of Hearing of Application for the orders set out in Part 1 below.

The applicants estimate that the application will take 2 hours.

The applicants propose that the matter will be heard on November 16, 2026 at 9:45 a.m., before a judge in chambers, concurrently with the hearing of the petition, to which counsel for the petitioners consented by email dated November 6, 2026.

[ ] This matter is within the jurisdiction of an associate judge.
[X] This matter is not within the jurisdiction of an associate judge.

Part 1: ORDER(S) SOUGHT

The following orders are sought against the petitioners, Jingxian Wan, YVW Global Investment Inc., and 1472790 B.C. Ltd.:

1. An order that this application be heard concurrently with the petition on November 16, 2026 at 9:45 a.m., on the written consent of counsel for the petitioners given by email dated November 6, 2026 to a concurrent hearing, and, to the extent required, an order under Rule 22-4(2) shortening the time periods in Rule 8-1(9), (14.1) and (14.5) for serving an application response and for setting down this application and giving notice of its hearing, or leave to proceed on short notice.
2. An order that this application and the petition be heard together before a judge in chambers, and, if they are not so heard on November 16, 2026, that the hearing of the

petition be adjourned to a date to be fixed for a hearing of approximately 2 hours before a judge.

3. In the alternative, if the petition is heard on November 16, 2026 or on any later date:

(a) any order nisi shall provide a redemption period of 12 months, or in any event not less than 6 months, with liberty to any party to apply to extend the redemption period;

(b) an order under Rule 21-7(5)(c) that an account be taken of, and that a registrar certify, the amount that is due to the petitioners;

(c) the petitioners' application for personal judgment against Li Zhi Luo be adjourned generally, with liberty to the petitioners to re-apply on notice after the later of (i) the expiration of the redemption period and (ii) the taking of the account referred to in paragraph 3(b);

(d) in the alternative to paragraph 3(c), if personal judgment is pronounced against Li Zhi Luo:

(i) execution on that judgment be stayed until the expiration of the redemption period, or further order of the Court;

(ii) the petitioners not register that judgment under the *Court Order Enforcement Act* against the Lands or against any other land of Li Zhi Luo before the expiration of the redemption period without leave of the Court;

(iii) all amounts received by the petitioners on redemption, from a refinancing or sale of the Lands, from the Interest Reserve, or otherwise in respect of the loan, be credited against that judgment, and the judgment be satisfied to that extent;

(iv) the amount of that judgment not exceed the amount determined or certified to be due on the account referred to in paragraph 3(b); and

(v) any party have liberty to apply;

(e) the petitioners produce to MBW Canada Holding Inc. and Li Zhi Luo:

(i) a complete statement of account of the loan, including how the $250,000.00 interest reserve for the period from August 1, 2025 to January 31, 2026 was applied, the interest charged on that reserve, and a statement signed by the Lender as to the balance of the Interest Reserve of the kind described in section 8D of the letter agreement dated June 10, 2025;

(ii) the closing trust statement for the loan, showing the lender fee, the broker fee and the legal fees paid out of the advance; and

(iii) the invoices or statements of account supporting the $5,939.35 claimed as pre-filing legal fees, and any account of Collingwood Law Office showing legal fees charged at closing; and

(f) the petitioners' costs not be awarded on an indemnity, solicitor-and-client, or solicitor and own client basis; or alternatively, that costs be reserved.

4. An order under Rule 22-1(4) that Yongning Wang attend for cross-examination on Affidavit #1 of Yongning Wang made October 5, 2026, at a time and place to be fixed, or as this Honourable Court may otherwise direct.

Part 2: FACTUAL BASIS

1. This is a foreclosure petition. By a Notice of Hearing of Petition dated November 3, 2026, the petitioners set the petition down for November 16, 2026 at 9:45 a.m. They estimate 5 minutes. The respondents MBW Canada Holding Inc. ("MBW") and Li Zhi Luo estimate 2 hours.

2. By an email dated November 6, 2026, Mr. Scott H. Stephens of Owen Bird Law Corporation, counsel for the petitioners, wrote: "We intend to proceed on November 16. Happy to have your app heard concurrently." The applicants rely on that email only as consent to this application being heard concurrently with the petition. They do not say that the petitioners consented to any other order sought (Affidavit #3 of Li Zhi Luo ("Luo Affidavit #3"), paragraph 39 and Exhibit "F").

3. The mortgaged property is 21735 Lougheed Highway, Maple Ridge, British Columbia, V2X 2S2, PID 002-901-803 (the "Lands"). A hotel operates on the Lands and is open and operating. The 2026 assessed value of the Lands is $9,963,400 (Affidavit #1 of Zhao (Vivienne) Zhang made October 5, 2026, Exhibit "B"; Affidavit #2 of Li Zhi Luo made November 5, 2026 and filed November 6, 2026 ("Luo Affidavit #2"), paragraph 2).

4. The petitioners' Statement of Relief Sought dated November 3, 2026 claims $5,350,464.97 as of November 16, 2026. That amount is about 53.7% of the 2026 assessed value, which exceeds the claimed amount by $4,612,935.03 (Luo Affidavit #2, paragraph 2; Luo Affidavit #3, paragraph 29 and Exhibit "E").

5. On this hearing the petitioners do not seek an order for sale or the appointment of a receiver (Statement of Relief Sought, items 6 and 7: "No"). They seek a redemption period of 6 months, joint and several judgment against MBW and Li Zhi Luo for $5,350,464.97 as of November 16, 2026, indemnity costs, and a right to apply for a further accounting (items 1 to 5). All other relief sought in the petition is adjourned generally (item 8).

6. As set out in paragraphs 18 to 24 of the Affidavit #1 of Li Zhi Luo made October 26, 2026 ("Luo Affidavit #1") and paragraph 7 of Luo Affidavit #2, MBW is seeking a replacement first mortgage of $6,000,000 through Drake Financial Ltd. ("Drake"), on the terms of a Letter of Interest dated July 2, 2026, which MBW accepted on July 3, 2026, and for which a $5,000 deposit was paid to Drake on July 3, 2026 (Exhibit "B" to Luo Affidavit #1). The Letter of Interest is not a commitment. It is subject to conditions, including an appraisal, credit committee approval, financial statements, and a personal guarantee from Li Zhi Luo.

7. By an email dated October 26, 2026, Jian (Alan) Zhang of Fanson Capital Mortgages stated that the lender is still waiting for current year-to-date bookkeeping statements, and that he is also approaching other potential private lenders (Luo Affidavit #2, paragraph 9 and Exhibit "C").

8. The petitioners ask for a redemption period of 6 months. At the same hearing they ask for personal judgment against Li Zhi Luo for $5,350,464.97. Clauses 3, 5, 13 and 14 of the Guarantee and Postponement of Claim dated for reference as of July 8, 2025 (the "Guarantee") and section 15(4) of the standard mortgage terms provide that the lender need not first exhaust its recourse against MBW or the Lands, may forthwith collect the whole amount from the guarantor, and may treat him as a principal or primary debtor. A personal judgment of about $5.35 million pronounced now could be registered and

enforced against Li Zhi Luo during the redemption period. If that occurred: (a) the redemption period would in substance be undercut, because the same debt could be enforced personally while MBW is trying to redeem; (b) the Drake refinancing, which requires Li Zhi Luo's personal guarantee and a review of his credit, could be refused or delayed; and (c) the continued operation of the hotel as a going concern would be seriously endangered, because MBW's ability to repay the petitioners and keep the Lands depends on that refinancing (Luo Affidavit #3, paragraph 32; Luo Affidavit #2, paragraphs 13 and 14). The applicants do not say that the petitioners have stated that they will take any particular enforcement step. They say the order sought would permit it.

9. Li Zhi Luo is a respondent as guarantor and covenantor. The petitioners hold a first mortgage of the Lands and have registered a certificate of pending litigation (CB3119848) against the Lands. MBW and Li Zhi Luo dispute aspects of the amount claimed and of the loan terms, and intend to raise them in a separate action. This application does not ask the Court to decide the enforceability of the Guarantee.

10. The demand letters dated August 28, 2026 state legal fees of $3,000. The Statement of Relief Sought claims "pre-filing legal fees" of $5,939.35. No invoice or statement of account for those fees has been provided. No complete statement of account of the loan, no statement showing how the $250,000.00 interest reserve was applied, no statement signed by the Lender of the kind described in section 8D of the letter agreement dated June 10, 2025, and no closing trust statement, has been provided (Luo Affidavit #2, paragraph 11; Luo Affidavit #3, paragraphs 24, 28 and 31).

11. The Statement of Relief Sought shows a per diem of $2,928.51. Interest at 20% per annum on the stated principal of $5,300,956.11 is $2,904.63 per day. The stated per diem is the 20% rate applied to the principal plus 15 days' interest (Luo Affidavit #3, paragraphs 29 and 30). The applicants do not dispute the 20% rate from August 1, 2026, which is a step-up by date in the loan terms. They ask that the calculation be determined on an account.

12. A Term Sheet dated May 17, 2025 and signed May 19, 2025, and a Form 10 Conflict of Interest Disclosure Statement signed July 9, 2025, compared with the letter agreement dated June 10, 2025 (the "Letter Agreement"), the mortgage registered July 16, 2025 as CB2180042 (the "Mortgage") and the Guarantee, show the following on their face (Luo Affidavit #3, Exhibits "A" and "C"):

    (a) the Term Sheet identifies the lender as "TBD"; the Letter Agreement identifies the three petitioners as the lender; the first document Li Zhi Luo saw naming the three petitioners as the lender was the Letter Agreement, which bears the date June 10, 2025 and was presented to him for signing on July 4, 2025; the closing documents were signed between July 4 and July 8, 2025 (Luo Affidavit #3, paragraphs 7 and 11);

    (b) the Term Sheet states a funding date of June 16, 2025; the Letter Agreement states a Date of Advance of July 10, 2025 or such date as mutually agreed; the Mortgage was registered on July 16, 2025;

    (c) the Letter Agreement and the Mortgage each state that the loan is due on September 1, 2026; interest is 10% per annum to July 31, 2026 and 20% per annum from August 1, 2026;

(d) section 8 of the Letter Agreement provides for a $250,000.00 interest reserve which, notwithstanding deduction from the advance, is deemed to be advanced and to form part of principal and to accrue interest (section 8A); no interest is payable by the Lender on the reserve (section 8C); and a statement signed by the Lender as to the balance is conclusive proof (section 8D);

(e) section 12 of the Letter Agreement adds a requirement of 30 days' written notice, a 30-day interest bonus if that notice is not given, and provides that partial repayment will not be accepted or may be accepted only at the Lender's sole discretion;

(f) section 7 of the Letter Agreement states that the $8,000.00 deposit "is not refundable once the Lender approves the Loan", whereas the Term Sheet provided for return of the deposit, minus costs, if the financing was not approved;

(g) section 17F of the Letter Agreement required a filed discharge of certificate of pending litigation CA9420801, but a declaration filed with the Mortgage on July 16, 2025 states that the Mortgage was subject to that certificate of pending litigation;

(h) the Letter Agreement states a broker fee of 1.00% ($50,000.00); Form 10 states a brokerage fee of 0.90% of the gross loan amount;

(i) the acknowledgement of receipt on Form 10 is dated July 9, 2025, after the closing documents had been signed (Luo Affidavit #3, paragraphs 11, 21 and 22);

(j) before closing, on May 21, 2025, Michael Bi relayed by WeChat that the lawyer said that, absent special circumstances, the legal fees would be $5,000–6,000; those legal fees later increased to about $17,000; and the broker fee was reduced from 1.00% to 0.90%, a reduction of $5,000.00, which offset part of that increase (Luo Affidavit #3, paragraph 23 and Exhibit "D");

(k) a written waiver or conflict disclosure from Collingwood Law Office bears the date June 10, 2025 on its face; Li Zhi Luo first saw it on July 4, 2025, the day he signed the Letter Agreement; he has no email or other record of receiving it earlier; that signing took about 30 minutes; and existing mortgages were then overdue or about to mature and the prior lender was threatening sale (Luo Affidavit #3, paragraphs 26 and 27); and

(l) the Term Sheet and section 18M of the Letter Agreement refer to an unlimited guarantee but do not state the order in which the lender would proceed against the Lands, MBW and the guarantor; the express terms in clauses 3, 5, 13 and 14 of the Guarantee and section 15(4) of the standard mortgage terms first appear in the Guarantee and the Mortgage signed at closing (Luo Affidavit #3, paragraphs 18 and 19).

13. The Term Sheet contemplated a 13-month loan, and listed a $5,000,000 term sheet from the Business Development Bank of Canada ("BDC") as a condition precedent. That condition does not appear in section 17 of the Letter Agreement. Li Zhi Luo understood the loan to be a bridge to be repaid from longer-term institutional financing. After the advance, MBW pursued BDC financing: BDC issued a term sheet for $6,500,000 on November 21, 2025, stated to be for discussion purposes only and not a loan offer, and declined by emails dated January 15, 2026 and February 19, 2026. MBW is now pursuing the Drake refinancing (Luo Affidavit #3, paragraphs 10 and 15 to 17 and Exhibit "B").

14. The petition, at Part 1, paragraph 5, claimed $5,232,636.38 as of October 5, 2026. At Part 1, paragraph 8, it sought personal judgment against MBW and Li Zhi Luo jointly and severally for that sum. At Part 1, paragraph 15, it sought a certificate of pending litigation. A certificate of pending litigation was registered against the Lands on October 5, 2026 under number CB3119848 in the names of the petitioners. Affidavit #1 of Yongning Wang made October 5, 2026 has 10 paragraphs and does not itself state the figure of $5,232,636.38.

15. MBW and Li Zhi Luo have prepared a notice of civil claim concerning the terms of the loan, including the Interest Reserve terms in sections 8A to 8D of the Letter Agreement, and intend to commence that action (Luo Affidavit #3, paragraph 37).

16. Under Rule 8-1(9), a person served with this notice of application has 5 business days to serve an application response. Under Rule 8-1(14.1) and (14.5), this application may be set down only after a response is served or that period expires, by a notice of hearing of application filed and served at least 4 business days before the hearing. November 11, 2026 is Remembrance Day, a holiday. The applicants rely on the petitioners' counsel's consent of November 6, 2026 to a concurrent hearing, and, to the extent required, ask that time be shortened under Rule 22-4(2).

Part 3: LEGAL BASIS

17. Rule 21-7(5) provides that the court may do one or more of the following in a foreclosure proceeding, including:

    (a) under paragraph (b), order that a respondent pay what is due under the mortgage and for costs within a redemption period that the court may fix;

    (b) under paragraph (c), determine summarily, or order that an account be taken of and that a registrar certify, the amount that is due to the petitioner on the date of the hearing of the petition or on the date of the accounting;

    (c) under paragraph (d), determine summarily, or order that an account be taken of and that the registrar certify, the daily amount of interest, or the method for calculating such interest, from the date of the hearing or the accounting to the expiration of the period of redemption;

    (d) under paragraph (e), pronounce judgment "for any amount determined to be due or for any amount that has been certified to be due on an accounting";

    (e) under paragraph (j), grant "further or corollary relief"; and

    (f) under paragraph (k), make an order under Rule 22-1(7).

18. The word is "may". Whether and when personal judgment is pronounced in a foreclosure proceeding is discretionary, and the Court may take the account first. The petitioners themselves seek a right to apply for a further accounting.

19. Rule 22-1(7)(b) provides that, on the hearing of a chambers proceeding, the court may adjourn the chambers proceeding from time to time, either to a particular date or generally.

20. Rule 22-1(4) provides that, on a chambers proceeding, evidence must be given by affidavit, but the court may order the attendance for cross-examination of a deponent and may give directions required for the discovery, inspection or production of a document. The applicants seek production of the loan account, the section 8D Interest Reserve

statement, the closing trust statement, and the invoices supporting the legal fees claimed, and seek an order that Yongning Wang attend for cross-examination on his October 5, 2026 affidavit.

21. In *First West Credit Union v. 687830 B.C. Ltd.*, 2012 BCSC 908, the order nisi was granted with a six-month redemption period and the application for personal judgment against the individual respondents was adjourned to allow them to obtain refinancing (paragraphs 15 and 16). The Court noted that there is no dispute that the amount to redeem and the amount of judgment can be different (paragraph 15).

22. The Law Reform Commission of British Columbia, *Report on Personal Liability under a Mortgage or Agreement for Sale* (LRC 84, September 1985), at Part 6, "Stays of Execution", described the practice in this Province: "In practice, it is considered inappropriate to permit execution on the judgment on the personal covenant where the mortgage lender's security is not in jeopardy. The mortgagor will usually be granted a stay of execution until the expiry of the redemption period ... A stay will not be granted if it will prejudice the mortgage lender." The report is not binding. The applicants rely on it as a description of practice. Here the security is not in jeopardy: the amount claimed is about 53.7% of the assessed value, interest continues to accrue under the Mortgage, and the petitioners' certificate of pending litigation remains registered.

23. Under section 86 of the *Court Order Enforcement Act*, R.S.B.C. 1996, c. 78, a registered judgment forms a lien and charge on the judgment debtor's interest in the land against which it is registered. Registration of a personal judgment against the Lands during the redemption period would add a further charge to the property that is the subject of this proceeding and could impede the refinancing by which the petitioners would be repaid. A stay of execution alone may not prevent registration. The applicants therefore ask for an express term under Rule 21-7(5)(j).

24. Under section 32 of the *Property Law Act*, R.S.B.C. 1996, c. 377, after an order absolute of foreclosure a mortgagee has no right to enforce the personal covenant and may not issue execution on a judgment taken on the covenant unless the order absolute is set aside or reopened. The petitioners are not entitled to recover more than the amount properly due. The terms sought in paragraph 3(d)(iii) and (iv) of Part 1 give effect to that principle and to the account sought under Rule 21-7(5)(c).

25. The petitioners agreed to, and now seek, a 6-month redemption period. Clauses 3, 5, 13 and 14 of the Guarantee and section 15(4) of the standard mortgage terms would allow them to pursue Li Zhi Luo personally at once, without first realizing on the Lands. A personal judgment for the full amount, registered and enforceable during the redemption period, would in substance undercut the redemption period the Court grants, could impair the refinancing that would repay the petitioners, and would seriously endanger the hotel as a going concern. Those contractual terms concern the petitioners' rights against the guarantor. They do not remove the Court's discretion under Rule 21-7(5) as to whether and when to pronounce judgment, or on what terms any judgment may be enforced.

26. The applicants do not ask the Court on this application to determine the enforceability of the Guarantee. They accept that the Term Sheet called for an "Unlimited Joint & Several guarantee" and that, at common law, a creditor is not generally required to realize on its security before claiming against a guarantor unless the contract requires it. Their point is narrower. Section 8(2) of the standard mortgage terms permits the lender to pursue its

remedies "in any order that the lender chooses", but section 8(3) provides: "Nothing in subsection (2) affects the jurisdiction of the court." Where, as here, the security is ample and the petitioners seek no order for sale or receiver, it is just that any personal judgment be deferred until after the redemption period and the taking of the account, or alternatively that execution be stayed, registration be restrained and all receipts be credited during the redemption period, as sought in Part 1.

27. A guarantor's liability is ordinarily no greater than the amount properly due by the principal debtor after an accounting. That principle supports taking an account before pronouncing personal judgment against Li Zhi Luo. The applicants do not say that personal judgment is legally impossible. They say the amount, if any, should first be determined on a proper accounting.

28. The applicants do not contend on this application that the absence of the BDC condition from the Letter Agreement is itself a breach, as the Letter Agreement supersedes the Term Sheet (section 28L). The history is relevant to the exercise of the Court's discretion under Rule 21-7(5). The loan was a short-term loan, the rate steps up to 20% after July 31, 2026, and MBW has been pursuing replacement financing. In those circumstances, and given the substantial equity in the Lands, a full redemption period, deferral of personal judgment against the guarantor, and an account under Rule 21-7(5)(c) give the respondents a fair opportunity to complete the replacement financing that would repay the petitioners, without prejudice to the petitioners.

29. A redemption period of 12 months, or in any event not less than 6 months, is within the Court's power under Rule 21-7(5)(b), having regard to the assessed value of the Lands relative to the amount claimed, the absence of any present application for sale or a receiver, and the refinancing steps described in Luo Affidavits #1 and #2.

30. Under section 11.3(2) of the *Supreme Court Act*, an associate judge has the jurisdiction of a judge in chambers unless the Chief Justice directs otherwise. Practice Direction PD-50, paragraph 3(g), directs that an associate judge is not to grant injunctive relief. The order sought in paragraph 3(d)(ii) of Part 1, restraining the petitioners from registering a judgment under the *Court Order Enforcement Act* without leave, is injunctive in nature. Under PD-50, paragraph 8(f), an associate judge may make final orders under Rule 21-7(5) "where no matter is contested or where there is no triable issue"; here the amount due and the terms of any personal judgment are contested and, the applicants say, cannot be determined without an account. The hearing needs about 2 hours and may involve cross-examination of Yongning Wang. The applicants ask that the application and the petition be heard together before a judge, or that any associate judge seized of them refer them to a judge under Rule 23-6(6). How a petition proceeding is to be heard is a matter of discretion having regard to proportionality: *Cepuran v. Carlton*, 2022 BCCA 76. The applicants do not ask on this application that the petition be referred to trial.

31. Rule 8-1, as amended effective October 1, 2026, governs this application. Under Rule 8-1(3), (9), (14.1) and (14.5), this notice of application is served before filing, a person served has 5 business days to serve an application response, and a notice of hearing of application must be filed and served at least 4 business days before the hearing. Rule 22-4(2) provides that the court may extend or shorten any period of time provided for in the Supreme Court Civil Rules, even though the application is made after the period has expired. The applicants rely on the written consent of petitioners' counsel dated

November 6, 2026 to a concurrent hearing, and seek any necessary shortening of time so that this application may be heard concurrently with the petition, or an adjournment of the petition under Rule 22-1(7)(b) to a hearing of approximately 2 hours.

32. Costs are in the discretion of the court. The petitioners seek indemnity costs. This hearing is contested. The applicants say that any costs should not be awarded on an indemnity, solicitor-and-client, or solicitor and own client basis, or that costs should be reserved.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Li Zhi Luo made October 26, 2026, and the exhibits to it.
2. Affidavit #2 of Li Zhi Luo made November 5, 2026 and filed November 6, 2026, and the exhibits to it.
3. Affidavit #3 of Li Zhi Luo made November 9, 2026, and the exhibits to it.
4. The petition filed October 5, 2026.
5. The response to petition of MBW Canada Holding Inc. and Li Zhi Luo.
6. The Notice of Hearing of Petition and the Statement of Relief Sought dated November 3, 2026.
7. Affidavit #1 of Yongning Wang made October 5, 2026, and the affidavits of Zhao (Vivienne) Zhang made October 5, 2026 and October 29, 2026, already in the court file and referred to in the affidavits of Li Zhi Luo.
8. The email of Scott H. Stephens dated November 6, 2026 (Exhibit "F" to Affidavit #3 of Li Zhi Luo).

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 21 days after service of this notice of application, serve the following on the applicant and on every other party of record:

(a) a copy of your unfiled application response;

(b) a copy of the affidavits or other evidence that you intend to refer to at the hearing of this application and that has not already been served on that person;

(c) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: November 9, 2026

_____

Signature of [X] applicant [ ] lawyer for applicant(s)
LI ZHI LUO, self-represented, on his own behalf and, subject to any leave the Court may grant, as director on behalf of MBW Canada Holding Inc.

Address for service of Li Zhi Luo (Notice of Intention to Act in Person filed October 21, 2026):
950 Greenwood Road, West Vancouver, BC V7S 1X7
Telephone: 604-767-5991
Email address for service: artinfiniti.ca@gmail.com

To be completed by the court only:
Order made
[ ] in the terms requested in paragraphs _____ of Part 1 of this notice of

Order made

[ ] in the terms requested in paragraphs _____ of Part 1 of this notice of application

[ ] with the following variations and additional terms:

_____

_____

_____

Date: _____

_____

Signature of [ ] Judge [ ] Associate Judge

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

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

This is Exhibit "**R**"
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 19th day of
NOVEMBER, 2026

A Commissioner for taking Affidavits for
British Columbia

COURT OF APPEAL FILE NO. CA51922
MBW Canada Holding Inc. v. Bank of Montreal

Written Argument of the Appellant (Applicant): Application for Leave to Appeal
COURT OF APPEAL

ON APPEAL FROM the order of Justice Stephens of the Supreme Court of British Columbia pronounced on October 9, 2026 (Vancouver Registry No. S-267204)

BETWEEN:

MBW CANADA HOLDING INC.

APPELLANT
(Interested Party, Person Aggrieved / Affected Party under BIA s. 193, Secured Claimant, Counterclaimant and Creditor)

AND:

BANK OF MONTREAL (Petitioner)
CANSTAR RESTORATIONS LIMITED PARTNERSHIP, by its general partner CANSTAR RESTORATIONS GP INC. (Respondent)
CANSTAR RESTORATIONS GP INC. (Respondent)
L.U.N.A RESTORATIONS INC. (Respondent)
PREMIUM RESTORATION LTD., also referred to in Schedule "A" to the Order as PREMIUM RESTORATIONS INC. (Purchaser)
ALIXPARTNERS RESTRUCTURING, INC., in its capacity as court-appointed receiver and manager of the assets, undertakings and property of the Respondents (Receiver)
1608083 B.C. LTD., also known as "ResidualCo" (Affected Party / ResidualCo)
FCP CANSTAR HOLDCO INC. / FULCRUM CAPITAL PARTNERS (Affected Party / Subordinated Claimant)

RESPONDENTS

Sealing Order: On October 8, 2026 the Supreme Court of British Columbia (S-267204) sealed the Receiver's Confidential Supplement to the Pre-Filing Report dated September 25, 2026, until the earlier of 120 days after the filing of a Receiver's Certificate confirming completion of a transaction, or further order. It is not referred to in this argument.

PART 1: FACTS

A. Overview: an undertaking given in this Court was shed without notice

1. An undertaking given in this Court to secure more than $1 million was moved into a shell company by an order that was never served on the person it protected. On October 9, 2026, Justice Stephens approved a reverse vesting order (the "Order"). The Order vested the Canstar group's liabilities in a residual company and barred claims against the operating business. One of those liabilities is the undertaking Canstar gave in CA51446 to repay MBW Canada Holding Inc.'s ("MBW") $1,008,490.09 court security if MBW's appeal succeeds. That appeal was argued on October 6, 2026. It remains under reserve.

2. MBW does not attack the chambers judge. It challenges the record the judge was given. MBW was never served. The application record reached MBW's counsel the day before the hearing, and it ran to more than 850 pages. The Receiver's evidence told the court that MBW's stay application had failed. It did not say that the appeal had been heard and reserved, or that Canstar had undertaken to repay MBW. No one told the court whose insurance the lender's "Art Infiniti" assignment covered. The Receiver's counsel was the firm MBW had retained in CA51446 nine days earlier. A reverse vesting order calls for close scrutiny of every right it affects. On this record, that scrutiny could not take place.

B. Canstar undertook in this Court to repay MBW

3. MBW owns the Art Infiniti hotel in Maple Ridge. After a fire on December 31, 2020, Canstar Restorations Limited Partnership ("Canstar") did restoration work there and liened the title. MBW paid $1,008,490.09 into court under a consent order of July 7, 2025 to discharge the liens. On March 19, 2026, Canstar obtained judgment on its contract claim by summary trial; MBW's counterclaim was not decided. MBW appealed (CA51446): 2026 BCSC 472 at paras. 5, 36; Luo #2, paras. 15–16.

4. To resist MBW's application to stay payment out, Canstar's Executive Vice President swore on April 21, 2026 that "Canstar is a going concern" and that "we

undertake on behalf of Canstar and its related entities to make the payment to MBW of the court funds, being $1,008,490.09 plus accrued interest, in the event MBW is successful in its appeal" (the "Undertaking") (Mohanan #1, para. 9; Luo #2, Ex. F, AB 59). On May 6, 2026, $1,030,599.62 was paid out to Canstar's counsel in trust (Luo #2, para. 18, Ex. G, AB 62).

5. The affidavit containing the Undertaking says nothing about Canstar's lender. Six weeks earlier, Canstar and Bank of Montreal ("BMO") had recorded that Canstar "reasonably anticipate[d] being in default", in part because of errors in its financial statements (Interim Forbearance Agreement, March 11, 2026, para. 12, Agassiz #1, Ex. T, AB 209). On the day the Undertaking was sworn, Canstar acknowledged $21,497,659.89 of debt to BMO and engaged the sale advisor whose process produced the Order (Agassiz #1, paras. 65–69, Ex. U, AB 209; Pre-Filing Report, s. 2.5(3), App. "B", AB 152).

C. MBW was never served

6. Fasken Martineau DuMoulin LLP ("Fasken") filed the Receiver's application for the Order on September 25, 2026, asking the court to abridge time and validate service (Notice of Application, para. 1(a), AB 122). The Receivership Order requires a person "who is served with a copy of this Order" to deliver a Demand for Notice to receive notice of later applications (para. 29, AB 105). MBW was never served with the petition, the Receivership Order or the application (Luo #2, para. 20). MBW is not on the service list used for the October 8 sitting; it first appears on the list dated October 22, 2026, after the Order was made (Luo #2, para. 24, Exs. K–L, AB 82, AB 91). The Receiver's report of October 7 explains that the Canstar group's approximately 650 vendors and trades were not served. It says the Receiver was "not aware of any stakeholder that opposes the Transaction", and it does not mention MBW (First Report, ss. 3.0(2), 4.0(1), AB 201).

7. MBW found the case through its own efforts. It learned of the receivership orally, on or about September 30, without any document, and then located the application by searching the Receiver's website and the court record (Luo #2, paras. 21–22). The

Receiver's counsel first sent the application record to MBW's counsel at 9:04 a.m. on October 7, the day before the hearing (para. 25). That same day MBW delivered a Demand for Notice. It had filed an affidavit on October 6 saying it had not been served and asking for an adjournment, and its counsel attended on October 8 (paras. 23, 26–28). Affidavit #1 of Jesse Agassiz alone is 647 pages. Mr. Luo first received it on October 10, after the Order was made (para. 29).

D. The court was not told that CA51446 was under reserve

8. On the day of the hearing, the Receiver filed Affidavit #2 of Jordan Beaulieu. It gave the court the transcript of MBW's April 30 stay application, the requisition for payment out, Canstar's counsel's letter of May 15, and the dismissal of the stay application on May 22 (paras. 3–6, Exs. B–D, AB 237). It did not say that the appeal itself had been argued two days earlier and was under reserve. It did not mention the Undertaking. The Undertaking was not before the court. MBW's affidavit of October 6, filed in the action, stated in one sentence that the appeal was under reserve (Luo #2, para. 27). The Order's recitals list the Receiver's reports and Beaulieu #2 among the materials read; they do not list MBW's affidavit (AB 2).

E. Whose insurance? The record does not say

9. BMO's credit agreement defines an "Art Infiniti Prepayment Trigger Event" as the receipt of any amount in connection with the claim against MBW. It requires 100% of the net proceeds to be paid to BMO within three Banking Days (s. 9.5). It lists as security an "Assignment of insurance proceeds in respect of the Art Infiniti hotel project located at 21735 Lougheed Highway in Maple Ridge, British Columbia, made by the Borrower in favour of the Lender" (Agassiz #1, Ex. B, Sch. F, item 18). The same assignment was listed again on January 26, 2026 (Ex. Q, Sch. A, item 7, AB 209). The assignment names no insurer, no policy and no insured. MBW owns the hotel. It was the named insured under Gore Mutual Policy No. 9029823 for the policy period May 16, 2020 to May 16, 2021, which covered the date of the fire; the declarations name BMO itself as first mortgagee and the Insured as loss payee. Mr. Luo's evidence is that MBW pays the premiums and that claims are made by and paid to MBW (Luo #2, para. 30, Ex. M, AB

101). The Supreme Court found that MBW was insured with Gore Mutual and that the insurer's 2021 payments went to MBW's bank: 2026 BCSC 472 at paras. 11, 34. MBW was never told of the assignment (Luo #2, para. 31).

F. The Receiver's counsel had just been MBW's counsel

10. Fasken was acting for the proposed Receiver no later than September 21, 2026. The Receiver's consent to act of that date bears the same matter reference as Fasken's filings (Pre-Filing Report, App. "A", AB 152; Luo #2, para. 34). ResidualCo was incorporated on September 15, 2026; its registered and records office is 2900 – 550 Burrard Street, Vancouver, Fasken's office address (Luo #2, para. 35, Ex. N, AB 103; Notice of Application, p. 30, AB 151). On September 29, MBW retained Fasken to act for it against Canstar in CA51446. On the evening of September 30, Fasken told MBW that it had a conflict, did not say what the conflict was, and stopped acting. On October 8, Fasken appeared for the Receiver to seek the Order that moved the Undertaking into ResidualCo. No one has explained the conflict or any screening measures to MBW, and the Receiver's materials contain no evidence on either point (Luo #2, paras. 32–37).

G. The Undertaking was shed without a holdback

11. Under the Order: (a) the "Excluded Assets", including Canstar's claim against MBW in S-218371, vest in 1608083 B.C. Ltd. ("ResidualCo") (para. 10(d); First Amending Agreement, Sch. 1.1(dd), AB 183); (b) all "Excluded Liabilities", including claims, counterclaims and "rights of set-off", vest in ResidualCo, and proceedings against the operating companies in respect of them are barred (paras. 10(g), 12, 32); and (c) the Canstar group, the Purchaser, the Receiver and its counsel, the sale advisor and BMO are released, except for fraud, gross negligence or wilful misconduct (para. 31) (AB 2). The Order makes no reserve for the Undertaking, MBW's counterclaim or the insured's rights. The sale agreement listed a final order "not subject to any appeal" as a condition of closing, a condition that could be waived. The transaction closed on October 13, 2026, within the appeal period (Pre-Filing Report, s. 6.0(2)(m), (o)(i), AB 152; Certificate, AB 262). MBW appealed on October 16 and amended its notice on October 19 (Ex. A, AB 40).

PART 2: ISSUES

12. (a) Does the appeal lie without leave under s. 193(c) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 ("BIA")? (b) If not, should leave be granted under s. 193(e)? (c) May MBW file the reasons when they are released?

PART 3: ANALYSIS

A. The appeal lies as of right: far more than $10,000 is involved

13. Section 193(c) gives an appeal where "the property involved in the appeal exceeds in value ten thousand dollars". This Court applies that test by comparing the order under appeal with the remedy sought, on evidence that grounds the claim, and has held that an appeal from a receiver's approval and vesting order falls within it: QRD (Willoughby) Holdings Inc. v. MCAP Financial Corporation, 2024 BCCA 318 at paras. 29–43; Crowe Mackay & Company Ltd. v. 0731431 B.C. Ltd., 2022 BCCA 158 at paras. 45–49, 54–55 (Chambers); Miceli v. Stagewest Winery Limited Partnership, 2023 BCCA 357 at paras. 11–14. The Order vested in ResidualCo the liability under an Undertaking for $1,030,599.62, barred proceedings against the operating companies and made no reserve. MBW seeks a reserve of that amount and a variation of paras. 10, 12, 31 and 32 to that extent. The threshold is exceeded a hundred times over.

B. Alternatively, leave should be granted under s. 193(e)

14. The criteria are whether the point is significant to the practice and to the action, whether the appeal is prima facie meritorious, and whether it would unduly hinder the proceeding; the overriding question is the interests of justice: QRD at para. 44; Southern Star Developments Ltd. v. Quest University Canada, 2020 BCCA 364 at paras. 22–23 (Chambers); Business Development Bank of Canada v. Pine Tree Resorts Inc., 2013 ONCA 282 at para. 29 (Chambers). A supervising judge's discretion attracts deference: Southern Star at para. 24. But deference presupposes a fair process and a complete record, and neither existed here.

(a) The appeal has merit

15. First: an order that bars a person's rights must be served on that person. A notice of application must be served on "every other person, other than a party, who may be affected by the orders sought": Supreme Court Civil Rules, R. 8-1(3) (as amended by B.C. Reg. 105/2026). The Demand for Notice regime applies only to persons "served with a copy of this Order" (para. 29), and MBW never was. In PaySlate Inc. (Re), 2023 BCSC 608, Walker J. held that "[i]ssuing the RVO which bypasses providing service to a substantial group of counterparties ... lacks procedural fairness" (para. 74). Service was required given the "waiver, release, and bar provisions" (para. 77), and without it those provisions could not be found fair and reasonable (para. 143). RVOs call for special scrutiny "even where uncontested" (para. 89), and the onus is on "the applicant, purchaser, and court's officer" (para. 138). This Court has said that the language of exceptionality reflects the need to weigh carefully the rights of all persons affected: British Columbia v. Peakhill Capital Inc., 2024 BCCA 246 at paras. 24, 32. Rights cannot be weighed when their holder has not been served.

16. Attendance by counsel on one day's notice of an 850-page record does not cure the defect. A fair hearing requires a real opportunity to know the case and to answer it. "[T]he denial of a right to a fair hearing must always render a decision invalid, whether or not it may appear to a reviewing court that the hearing would likely have resulted in a different decision": Cardinal v. Director of Kent Institution, [1985] 2 S.C.R. 643 at 661. MBW does not have to show that the result would have been different. It has to show an arguable denial of a fair hearing, and it has. As to MBW, the declaration in para. 1 that service was "good and sufficient" rests on no service at all.

17. Second: the court was not told what it needed to know. The Receiver, as the court's officer, chose to put the CA51446 stay history before the court on the morning of the hearing. What it put forward was incomplete. It disclosed the failed stay application. It did not disclose the reserved appeal, or the Undertaking that protects MBW if the appeal succeeds. On a sale approval, the court must consider the interests of all parties, the integrity of the process, and whether there has been unfairness in the working out of the process: Royal Bank of Canada v. Soundair Corp. (1991), 4 O.R. (3d) 1 (C.A.), as applied in QRD at para. 51. The court must also ask whether any

stakeholder is worse off under the RVO than under any viable alternative, and "especially the Monitor, as the court appointed officer" must be prepared to answer: Harte Gold Corp. (Re), 2022 ONSC 653 at para. 38. That question could not be answered for MBW without knowing about the reserved appeal and the Undertaking, and it was never asked. The business continues under the Canstar name, and the same executives, including Mr. Mohanan who gave the Undertaking, continue to be presented as its senior management (Luo #2, para. 36, Ex. O, AB 104); MBW is left with an unsecured claim against ResidualCo, behind BMO, with no reserve.

18. Third: whose insurance? The Order does not ask. The assignment identifies no policy and no insured, and on the evidence MBW was the insured (Part 1, E). An assignee of a contract debt takes subject to defences and claims arising from the same or a closely connected contract: Holt v. Telford, [1987] 2 S.C.R. 193; Personal Property Security Act, R.S.B.C. 1996, c. 359, s. 41(2)(a). Yet the Order vests and releases on a blanket basis, preserves nothing for the insured, and was made without notice to it. The record does not show whether any part of the $1,030,599.62 was paid to BMO under s. 9.5.

19. Fourth: justice must be seen to be done (Part 1, F). MBW does not ask this Court, on a leave application, to decide whether Fasken should have been disqualified. But the principles are settled. The first value is "the concern to maintain the high standards of the legal profession and the integrity of our system of justice": MacDonald Estate v. Martin, [1990] 3 S.C.R. 1235 at 1243. The court asks whether the lawyer received confidential information relevant to the matter, and whether there is a risk that it will be used to the client's prejudice (at 1260). There is "a strong inference that lawyers who work together share confidences", displaced only by "clear and convincing evidence" that "all reasonable measures" have been taken (at 1262). MBW raised the conflict below, and the Receiver's materials contain no evidence of any screen. This Court should review the fairness of an order sought, without that question being answered, by a former client's counsel on a closely related matter.

(b) The questions matter beyond this case, and in it

20. Peakhill was this Court's first consideration of an RVO in a receivership (para. 3). MBW has found no decision of this Court on (i) what notice is owed, before an RVO is made, to a person whose rights it bars and releases but who was never served with the receivership order, or (ii) whether an undertaking given in this Court to defeat a stay may be moved into a residual company, without a reserve, on a record that does not disclose it. Both questions will recur. If an RVO can shed undertakings given in this Court, those undertakings lose much of their value, and the integrity of this Court's own process is engaged. For MBW, the appeal concerns more than $1 million, its counterclaim, and an undertaking given in an appeal still under reserve. The appeal is confined to the provisions of the Order that affect MBW.

(c) A holdback will not hinder the receivership

21. MBW does not seek to undo the sale. The Receiver has not served its distribution application (Luo #2, para. 41). A reserve of $1,030,599.62 plus interest, and a variation of the Order to that extent, would not touch the Purchaser, the employees or the business. MBW seeks no stay on this application and asks that the appeal be expedited.

C. MBW should be permitted to file the reasons when released

22. MBW has taken every reasonable step to obtain the reasons (Luo #2, paras. 8–11). It asks for leave to file them, with a brief supplementary argument limited to the reasons, within 7 days of their release or as the Court directs.

PART 4: ORDER SOUGHT

23. MBW asks for orders:

(a) declaring that the appeal lies without leave under s. 193(c) of the BIA, or in the alternative granting leave to appeal under s. 193(e);

(b) permitting MBW to file a supplementary application book containing the reasons for judgment of October 9, 2026, and a brief supplementary written

argument limited to those reasons, within 7 days after their release, or within such other time as the Court directs;

(c) to the extent required, granting leave for Luo Lizhi, Director and Sole Shareholder of MBW, to appear and make submissions for MBW on this application pending transition to counsel; and

(d) costs in the cause.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

Dated at Vancouver, British Columbia, on November 13, 2026.

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Luo Lizhi (also known as Li Zhi Luo), Director and Sole Shareholder, for MBW Canada Holding Inc.