VANCOUVER
OCT 08 2026
REGISTRY

This is the 2nd Affidavit
of Jordan Beaulieu in this case
and was made on October 8, 2026

No. S-267204
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BANK OF MONTREAL

PETITIONER

AND:

CANSTAR RESTORATIONS LIMITED PARTNERSHIP, by its general partner CANSTAR RESTORATIONS GP INC., CANSTAR RESTORATIONS GP INC., and L.U.N.A RESTORATIONS INC.

RESPONDENTS

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 of the Respondents, 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.

2. Attached hereto and marked as **Exhibit "A"** is a copy of an unexecuted Second Amending Agreement dated October 8, 2026 between Canstar Restorations Limited Partnership, Canstar Restorations GP Inc., L.U.N.A. Restorations Inc. and Premium Restoration Ltd.

3. Attached hereto and marked as **Exhibit "B"** is a copy of the transcript of proceedings in respect of a stay application (the "**Stay Application**") set for April 30, 2026 in the proceedings between MBW Canada Holding Inc. ("**MBW**") and Canstar Restorations Limited Partnership ("**Canstar LP**"), bearing Court of Appeal of British Columbia (the

"**Court of Appeal**") Action No. CA51446, Vancouver Registry (the "**Transcript of Proceedings**").

4. Attached hereto and marked as **Exhibit "C"** is a copy of a requisition filed on April 30, 2026 in the proceedings between and among Canstar LP, MBW, Northstar Access Ltd., Scaffcheck Engineering Inc. and Jenish Castillo, bearing Supreme Court of British Columbia Action No. S218371, Vancouver Registry.

5. Attached hereto and marked as **Exhibit "D"** is a copy of a letter dated May 15, 2026 from Struan Robertson ("**Mr. Robertson**") of DLA Piper (Canada) LLP, counsel for Canstar LP in respect of the above-referenced proceedings, to Tim Outerbridge, Registrar of the Court of Appeal, excluding the enclosed Transcript of Proceedings (attached as Exhibit "A" hereto).

6. I am advised by Kibben Jackson that on October 7, 2026, Mr. Robertson advised him that the Stay Application was adjourned to May 22, 2026, at which time it was heard and dismissed by Gomery J.A.

SWORN, BEFORE ME at Vancouver, British Columbia, on October 8, 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 8th day
of OCTOBER 2026.

A Commissioner for taking Affidavits for
British Columbia

SECOND AMENDING AGREEMENT

THIS SECOND AMENDING AGREEMENT made the [8]th day of October, 2026,

BETWEEN:

Canstar Restorations Limited Partnership ("Canstar LP"), Canstar Restorations GP Inc. ("GP Co") and **L.U.N.A Restorations Inc.** ("**LUNA**", and together with Canstar LP and GP Co, the "**Debtors**")

AND

Premium Restoration Ltd., a corporation existing under the laws of British Columbia,

(hereinafter referred to as the "**Buyer**").

WHEREAS the Debtors and the Buyer are parties to that certain Agreement of Purchase and Sale dated September 15, 2026, as amended by a First Amending Agreement dated September 24, 2026 (together, the "**Agreement**");

WHEREAS the Debtors and the Buyer wish to amend certain provisions of the Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants, agreements, representations and warranties contained in this Second Amending Agreement (this "**Second Amending Agreement**"), and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

Capitalized terms used in this Second Amending Agreement shall have the respective meanings ascribed to such terms in the Agreement, as amended by this Second Amending Agreement (the "**Amended Agreement**"), unless otherwise defined in this Second Amending Agreement.

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Second Amending Agreement and unless the context otherwise requires, in this Second Amending Agreement:

(a) the terms "this Second Amending Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Second Amending Agreement in its entirety and not to any particular provision hereof;

(b) references to an "Article", "Section" or "Schedule" followed by a number or letter refer to the specified Article or Section of or Schedule to this Second Amending Agreement;

(c) the division of this Second Amending Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Second Amending Agreement;

(d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders; and

(e) the word "including" is deemed to mean "including without limitation".

ARTICLE 2
AMENDMENTS

2.1 Employees

Section 7.7 of the Agreement is deleted in its entirety and replaced with the following:

> Prior to the Closing Date, but conditional on the completion of the Closing, the Debtors shall terminate all Excluded Employees. The Transition Employees' employment shall, pursuant to the RVO, be transferred to and assumed by ResidualCo as an Excluded Contract on the same terms and conditions as their existing employment agreements with the Debtors immediately prior to Closing (other than the term), all in accordance with the provisions of the RVO, effective as at the Time of Closing. If any Transition Employee terminates their employment with the Debtors prior to the Time of Closing, such Transition Employee shall be deemed to be an Excluded Employee. If the Court declines to grant the relief requested with respect to the Transition Employees as part of the RVO, and as detailed above, the Debtors shall terminate all Transition Employees as if they were Excluded Employees, and the parties acknowledge and agree that ResidualCo shall make best efforts to re-hire the Transition Employees on substantially the same terms and conditions as their existing employment agreements with the Debtors immediately prior to Closing (other than the term).

ARTICLE 3
MISCELLANEOUS

3.1 Counterparts

This Second Amending Agreement and all documents contemplated by or delivered under or in connection with this Second Amending Agreement may be executed and delivered in any number of counterparts, with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

3.2 Ratification

Except as amended by this Second Amending Agreement, all of the terms, covenants, conditions and provisions of the Agreement are and shall continue to be in full force and effect and are hereby ratified and confirmed in all respects. To the extent of any conflict or inconsistency between the provisions of this Second Amending Agreement and the provisions of the Agreement, the provisions of this Second Amending Agreement shall prevail.

3.3 Governing Law

This Second Amending Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

3.4 Entire Agreement

This Second Amending Agreement and the Amended Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in this Second Amending Agreement and in the Amended Agreement.

3.5 Successors and Assigns

This Second Amending Agreement shall enure to the benefit of, and shall be binding on and enforceable against, the Parties and their respective successors and permitted assigns.

3.6 Severability

If any provision of this Second Amending Agreement or any part thereof is determined by a court of competent jurisdiction to be void, invalid or unenforceable, in whole or in part, such determination shall not affect the validity or enforceability of the remaining provisions or parts thereof, and each such remaining provision or part thereof shall continue in full force and effect, provided that any such severance does not negate the commercial purpose and intent of the Parties.

(The remainder of this page is intentionally left blank; signature page follows.)

IN WITNESS WHEREOF this Second Amending Agreement has been executed by the Parties on the date first above written.

DEBTORS:

CANSTAR RESTORATIONS LIMITED PARTNERSHIP

BY: CANSTAR RESTORATIONS GP INC., its general partner

By: _____
Name: Graham Flater
Title: Director

CANSTAR RESTORATIONS GP INC.

_____
Name: Graham Flater
Title: Director

L.U.N.A RESTORATIONS INC.

_____
Name: Graham Flater
Title: Director

BUYER:

PREMIUM RESTORATION LTD.

By: _____
Name: Fabio Infanti
Title: President & CEO

This is **Exhibit "B"**
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 8th day
of OCTOBER 2026.

A Commissioner for taking Affidavits for
British Columbia

Court of Appeal
Registry
19 May 2026
Vancouver

CA51446
Vancouver Registry

IN THE COURT OF APPEAL FOR BRITISH COLUMBIA

(BEFORE THE HONOURABLE MR. JUSTICE G. BUTLER)

Vancouver, B.C.
April 30, 2026

BETWEEN:

MBW Canada Holding Inc.

APPELLANT
(Applicant)

AND:

Canstar Restorations Limited Partnership

RESPONDENT
(Respondent)

PROCEEDINGS IN CHAMBERS
(Stay Application)

CA51446
Vancouver Registry

IN THE COURT OF APPEAL FOR BRITISH COLUMBIA
(BEFORE THE HONOURABLE MR. JUSTICE G. BUTLER)

Vancouver, B.C.
April 30, 2026

BETWEEN:

MBW Canada Holding Inc.

APPELLANT
(Applicant)

AND:

Canstar Restorations Limited Partnership

RESPONDENT
(Respondent)

PROCEEDINGS IN CHAMBERS
(Stay Application)

Appearing on his own behalf:	Lizhi Luo
Counsel for the Respondent:	S.T. Robertson S.R. Ovens

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Vancouver, B.C.
April 30, 2026

(PROCEEDINGS COMMENCED AT 11:03:20 A.M.)

(VIDEOCONFERENCE BEGINS AT 11:03:20 A.M.)
(INTERPRETER AT REMOTE LOCATION)
(LIZHI LUO AT REMOTE LOCATION)

THE CLERK: Calling the matter of MBW Canada Holding Inc. versus Canstar Restorations Limited Partnership, Justice.
THE COURT: Thank you. Could I have introductions, please. Can you hear me? Can you hear me?
THE INTERPRETER: Hi. Good morning. I'm here to interpret for Mr. Luo. Can you hear me well?
THE COURT: I'm sorry. Are you a court interpreter?
THE INTERPRETER: Yes, I am. Yes.
THE COURT: What's your qualifications?
THE INTERPRETER: Yes. I have the -- yes. I have the qualifications for a court interpreter.
THE COURT: All right.
THE INTERPRETER: Okay.
THE COURT: And it's Mister -- how do I -- I pronounce it as Mister . . . ?
THE INTERPRETER: "Loy."
THE COURT: "Loy"?
THE INTERPRETER: [Indiscernible]. "Loy." "Loy."
THE COURT: Mr. "Loy." All right.
THE INTERPRETER: All right. Thank you.
THE COURT: I'm a bit puzzled. Did the trial below -- was there an interpreter through -- for that proceeding? There was. All right. All right. I -- I'm sorry. I haven't looked at that detail. All right.
And -- sorry.
CNSL S. ROBERTSON: Good morning, Mr. Justice Butler. It's Robertson, R-o-b-e-r-t-s-o-n, initial S., and with me is my co-counsel, Ms. Ovens, O-v-e-n-s, initial S., and we appear on behalf of Canstar, the respondent.
THE COURT: All right.
Now, it is your application for a stay, so I will hear from you first. I should indicate that you have filed recently an affidavit in addition to your application book. That affidavit is not a proper affidavit. It's -- yeah. I would describe

it as additional argument. And it's not been filed and it won't be filed, but I have no objection to you referring to passages of it if you wish to do so in your submissions. All right.

SUBMISSIONS FOR APPELLANT BY LIZHI LUO:

LIZHI LUO: Justice, first of all, I would like to report to you my latest -- my up-to-date health condition.
THE COURT: That's not -- that's not an issue today.
LIZHI LUO: I beg to differ, Justice, but it is a big issue to me because I took my readings for my blood sugar level. It was at 13.7 this morning, and I feel very dizzy. And yesterday when I tried to drive to the Supreme Court to submit the request for adjournment, I felt very dizzy already, and I feel even dizzier today.
THE COURT: So I'm sorry. Are you -- you're a diabetic?
THE INTERPRETER: I'm sorry. Sorry.
LIZHI LUO: Can you see the reading of my blood sugar?
THE COURT: No, I -- I can't see it, and I don't need to see it. But are you a diabetic?
LIZHI LUO: I am. However --
THE COURT: Are you a type 1 or type 2 diabetic?
LIZHI LUO: I don't know whether I have type 1 or type 2 diabetes, but my doctor has increased the dosage about a month ago.
THE COURT: All right. So you're a type 2 diabetic. You say that your blood glucose is about 13 right now?
LIZHI LUO: The doctor did not tell me exactly which type of diabetes I have, but if it -- if it maintains at this level, it would be very dangerous. My doctor thinks it may be type 2.
THE COURT: So what -- sorry. What is the blood glucose reading? Is it 13?
LIZHI LUO: 13.7.
THE COURT: All right. Well, Mr. Luo, I can tell you that I'm a diabetic and have been for almost 55 years. 13.7 does not present any immediate danger whatsoever. So I --
LIZHI LUO: I have also high blood pressure, and yesterday when I was standing I felt dizzy already.
THE COURT: I think what you're asking for this morning is an adjournment; is that right?
LIZHI LUO: Yes. At my present health condition I just cannot withstand that, because I feel very dizzy.

And for the last 12 days I have tried to get accustomed to the 16-hour time difference. It's been eight years since I left Canada for the United States to go back to China.

THE COURT: Oh, okay. I didn't understand you're in China right now.

THE INTERPRETER: Sorry, Justice. Once again, please? [Indiscernible]. Sorry, Justice.

THE COURT: I said I did not understand that Mr. Luo is in China right now.

LIZHI LUO: I have -- had already informed counsel for the other party that I had -- was going back to China.

THE COURT: Yes. No. I -- I assume you have. Well, let me hear what counsel has to say in response to this.

CNSL S. ROBERTSON: Mr. Justice Butler, I -- the one point of clarification, I don't -- I don't believe Mr. Luo is actually in China at the moment --

THE COURT: Oh. Okay.

CNSL S. ROBERTSON: -- because he appeared at our office yesterday to serve the affidavit. So I don't -- I just don't want to be --

LIZHI LUO: I am presently in China. What I'm saying is the lawyer lied when he told you that he was not aware that I was going back to China. I was back in China on April 3rd. I left for China on April 3rd. I've been back for 12 days now. I was back on the 15th.

THE COURT: Let me ask you this question because I am very confused. Where are you at this moment?

LIZHI LUO: I am in Maple Ridge in my motel.

THE COURT: All right. Okay. Let's move on. I'll hear from Mr. Robertson whether he agrees to your request for an adjournment.

CNSL S. ROBERTSON: Justice, our primary position is to oppose the adjournment. The context in this situation is key. Mr. Luo purported to swear an affidavit yesterday, makes no mention anywhere in that affidavit of any medical issues. He -- he then proceed --

THE COURT: Okay. I think that -- wait to give an opportunity to --

THE INTERPRETER: Thank you. Thank you --

THE COURT: -- translate.

THE INTERPRETER: -- Justice.

Thank you.

LIZHI LUO: Well, I -- I -- you saw me. I already told you that I had a severe headache, that I was feeling very dizzy when I went down the escalator from your -- from your office. I was so dizzy and -- and the same thing happened when I went to the Supreme Court yesterday.
THE COURT: Mr. Luo, I'm hearing from Mr. Robertson now. You do not have an opportunity to respond until I tell you that you can respond, okay? I will let our translator -- I'll let our interpreter --
THE INTERPRETER: Thank you.
THE COURT: -- interpret what Mr. Robertson says, but no response from you until I tell you. Okay? Yes. Go ahead.

SUBMISSIONS FOR RESPONDENT BY CNSL S. ROBERTSON:

CNSL S. ROBERTSON: The -- Mr. Luo did seem to have related his issues with coming back from China, but he was capable of appearing and presenting arguments at a Registrar's hearing on April 20th, as we were forced to appear before the Registrar to settle the terms of the order following Justice Walker's reasons for judgment.
THE INTERPRETER: Thank you.
THE COURT: No. Mr. Robertson.
CNSL S. ROBERTSON: Justice, this is -- this is just a pattern by MBW to do this, and I will refer you to the summary that Justice Walker set out in his reasons for judgment, and that begins at paragraph 39 for the reasons for judgment.
LIZHI LUO: I oppose.
CNSL S. ROBERTSON: Justice Butler, you'll see at beginning of paragraph 37, Justice Walker set out the procedural history, and he says:

> Since July 2023, Canstar has expressed its intention to proceed with its claim by way of summary trial. A one-day summary trial application was scheduled to be heard on May 8, 2024, but Canstar --

THE INTERPRETER: Okay. Okay.
CNSL S. ROBERTSON:

> -- consented to MBW's request to adjourn --

THE INTERPRETER: [Indiscernible].
CNSL S. ROBERTSON:

-- to allow MBW --

THE COURT: Yeah. Okay.
CNSL S. ROBERTSON:

-- to retain new counsel.

THE INTERPRETER: Please pause.
THE COURT: Please. Please.
THE INTERPRETER: Thank you. Thank you. Sorry, Justice. There was a name, a proper name, that was mentioned. Could the interpreter have the benefit of spelling the proper name, please.
CNSL S. ROBERTSON: There was no -- there was no proper name mentioned.
THE INTERPRETER: "Ah-see-yeah" or something.
THE COURT: No. I tell you what, the way we're going to do this is, Mr. Robertson, you can just tell me the paragraphs from the reasons for judgment that you want me to look at, and we'll let Mr. Luo know what those paragraphs are, and I'm sure he has those reasons to refer to.
CNSL S. ROBERTSON: Perfect.
THE INTERPRETER: Thank you.
THE COURT: Thank you.
Mr. Luo, you'll have an opportunity to reply later. I will tell you when you have your opportunity to reply.
LIZHI LUO: I -- I request that the proceedings be suspended now because I am in a terrible state. You see my face ashen now, and how -- how do you know what my present condition is?
THE COURT: I am going to decide whether I grant your adjournment application, but I have to hear from Mr. Robertson first.
THE INTERPRETER: Thank you.
THE COURT: Okay.
CNSL S. ROBERTSON: Paragraph --
LIZHI LUO: I request for a short adjournment.
THE COURT: For what purpose?
LIZHI LUO: I feel very dizzy. I am very dizzy. You can see by the pale face that the -- the -- the paleness on my face.
THE COURT: I'm sorry, Mr. Luo. I cannot tell from here

what your medical condition is. Normally, when parties seek adjournments because of medical conditions, they put forward opinions from doctors.

LIZHI LUO: I -- I feel very dizzy. I have to see a doctor. You can see that -- you can see how fragile I am.

THE COURT: I am -- I have to make a decision on your adjournment request. Could you please stop interrupting Mr. Robertson's submissions on the adjournment request. Thank you.

CNSL S. ROBERTSON: Paragraph 40, Mr. Justice Butler. Paragraph 41, paragraph 42, paragraph 43, paragraph 44, and I would suggest a star beside this paragraph, Justice. This was where we did finally get a judge and MBW brought a new disqualification application on the day of the summary trial trying to have my firm removed.

THE INTERPRETER: The last -- the last sentence again, please, counsel.

CNSL S. ROBERTSON: The -- MBW brought an application on the day of the hearing to have my law firm removed as counsel.

THE INTERPRETER: Okay.

CNSL S. ROBERTSON: Paragraph 40 -- paragraph 44 -- sorry. 45, Justice, and paragraph 46. Then paragraph 47. So that was the urgent application advanced [indiscernible] the summary trial was scheduled.

Then there is no judge available for us. That is paragraph 48. And then paragraph 49, in advance of the summary trial that eventually did get heard, MBW brought another adjournment application, and it was dismissed by Justice Weatherill just shortly in advance of the summary trial.

And, Justice, what we say is that this is just yet another paragraph in this procedural history that shows MBW trying to delay Canstar enforcing its judgment. And I want to make one point very clear, Justice Butler, and that is there is no stay in place currently with respect to Justice Walker's judgment. My client has not taken any steps to have those funds paid out of court.

THE COURT: Just a moment. Just a moment. I don't think Mr. Robertson's quite finished.

CNSL S. ROBERTSON: And should an adjournment be granted with respect to the stay, Canstar will proceed with executing on its judgment and having

those funds paid out of court.
THE COURT: Now it's your turn to reply to what Mr. Robertson just indicated, and before you do that, I want to say that what he has indicated is that if an adjournment is granted, that the funds will be taken out of -- removed from court, and then -- and then your application will effectively be irrelevant. Now it's your turn to respond.
LIZHI LUO: My present condition is such that, because I'm so dizzy, I am not in a state of mind to reply.
THE COURT: All right. That means I will have to rule on the adjournment application, and I'm ready to do so.
LIZHI LUO: But the funds cannot be released because in the meantime I have filed an appeal, and the funds are saved in court, so why would three weeks make a difference?
THE COURT: All right. But before we decide what happens next, I have to determine whether to grant your application for an adjournment. I would ask that you do not interrupt me as I give my ruling on your adjournment application.

[RULING RE ADJOURNMENT APPLICATION]

THE COURT: We're adjourned.
THE CLERK: Order in chambers. Chambers stands adjourned.

(VIDEOCONFERENCE ENDS AT 11:45:54 A.M.)

(PROCEEDINGS ADJOURNED TO MAY 22, 2026)
(11:45:54 A.M.)

I certify that the proceedings from timestamp 11:03 a.m. to 11:29 a.m., and from timestamp 11:45 a.m. to 11:45:54 a.m. inclusive are a true and accurate transcript of these proceedings recorded on a sound recording apparatus, transcribed to the best of my skill and ability in accordance with applicable standards.



J. Martinell

This is **Exhibit "C"** Referred
to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 8th day
of OCTOBER 2026.

A Commissioner for taking Affidavits for
British Columbia

APR 30 2026

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:

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

THIRD PARTIES

REQUISITION

Filed by: the plaintiff and defendant, by way of counterclaim, Canstar Restorations Limited Partnership

Required: PAYMENT OUT OF COURT pursuant to the Order of Mr. Justice J. Walker of the sum of $1,008,490.09, plus any accrued interest, being the total monies paid into Court, be paid out to "DLA Piper (Canada) LLP, in trust" and delivered to the plaintiff's solicitor at DLA Piper (Canada) LLP, 2700 – 1133 Melville Street, Vancouver, BC V6E 4E5.

This requisition is supported by the following:

1. Certified copy of Order Made After Application of Justice J. Walker dated March 19, 2026 and filed April 20, 2026.

April 30, 2026

Dated

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

This is **Exhibit "D"**
Referred to in the Affidavit of
JORDAN BEAULIEU
Sworn before me this 8th day
of OCTOBER 2026.

A Commissioner for taking Affidavits for
British Columbia

DLA Piper (Canada) LLP
Suite 2700, The Stack
1133 Melville St
Vancouver, BC V6E 4E5
www.dlapiper.com

Struan Robertson
struan.robertson@ca.dlapiper.com
T +1 604.643.2905
F +1 604.605.3793

VANCOUVER
20-May-26
COURT OF APPEAL
REGISTRY

May 15, 2026

FILE NUMBER: 036293-00032

DELIVERED BY EMAIL

Tim Outerbridge, Registrar
800 Hornby Street
Vancouver, BC V6Z 2E1

Dear Registrar Outerbridge:

Re: Court of Appeal Action No. CA51446
MBW Canada Holding Inc. v. Canstar Restorations Limited Partnership

We are counsel for Canstar Restorations Limited Partnership ("**Canstar**"). The appellant, MBW Canada Holding Ltd. ("**MBW**"), self-represented by Mr. Li Zhi Luo, brought a stay application before Justice Butler on April 30, 2026. MBW's application seeks to stay the withdrawal of funds held in court to satisfy Canstar's judgment following the summary trial before Justice J. Walker. We enclose the transcript of that hearing.

At the April 30 hearing, MBW sought an adjournment. Canstar advised that, if the adjournment were granted, it would seek to withdraw the funds from court. MBW elected to continue with its adjournment application and its stay application was adjourned to May 22, 2026.

Canstar has since withdrawn the funds that are the subject of the stay application. Accordingly, Canstar's position is that MBW's stay application is now moot and ought to be vacated.

In light of the above, we would be grateful to determine how the Court would like to proceed and any directions it might want to make in advance of the hearing.

Sincerely,
DLA Piper (Canada) LLP
Per:

Struan Robertson
Partner
Encl.

SR:pa