This is the 1st Affidavit
of Michael W. Milani, K.C. in this case
and was made on November 5th, 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

FEE AFFIDAVIT

I, Michael W. Milani, K.C., lawyer, of 1881 Scarth Street, Regina, Saskatchewan, SWEAR THAT:

1. I am a lawyer at McDougall Gauley LLP ("**McDougall**"), Saskatchewan counsel for AlixPartners Restructuring, Inc. ("**AlixPartners**"), in its capacity as court-appointed receiver and manager (the "**Receiver**") of the Respondents, and as such have personal knowledge of the facts hereinafter deposed to except where such facts are stated to be on information and belief, and in such cases I verily believe them to be true.

2. I am the lawyer at McDougall who has had primary carriage of this matter, and I am authorized to make this affidavit on behalf of McDougall in support of an application by the Receiver for, among other things, approval of the fees and disbursements of the Receiver and its counsel incurred in connection with these proceedings.

3. Attached hereto as **Exhibit "A"** is a copy of the covering page for Invoice No. 785749 dated October 31, 2026, issued by McDougall to AlixPartners, in the care of Fasken Martineau DuMoulin LLP (the "**McDougall Invoice**"). The McDougall Invoice shows fees for services rendered and disbursements incurred in these proceedings for the period from September 18, 2026 up to and including October 19, 2026:

Invoice #	Invoice Date	Fees ($)	Disbursements ($)	GST/PST ($)	Total ($)
785749	October 31, 2026	3,750.00	209.04	422.95	4,381.99

4. The detailed narratives have been omitted from Exhibit "A" to protect the Receiver's solicitor-client privilege, since the narratives reflect legal advice provided.

5. As detailed in the McDougall Invoice for the period from September 18, 2026 to October 19, 2026, McDougall invoiced fees amounting to $3,750.00, disbursements in the amount of $209.04, and taxes in the amount of $422.95, for a total of $4,381.99 (collectively, "**McDougall's Fees**").

6. For efficiency, rather than delegating elements of our work, I carried out all of the tasks myself. McDougall's Fees as set out in the McDougall Invoice were in the first instance calculated by me on the basis of the hours spent by me, multiplied by the applicable hourly rates charged by McDougall. Based on my experience as an insolvency lawyer in Saskatchewan, I believe that the standard hourly rates charged by McDougall are similar to those charged by other law firms for work of a similar nature and complexity in Saskatchewan.

7. Below is a summary of the time expended by me and my standard hourly rate, showing what the total fees would have been had the fee amount been determined on that basis.

Timekeeper	Rate ($)	Hours	Total Fees ($)
Michael W. Milani, K.C. (partner)	895.00	5.80	5,191.00

8. When I considered the amount to include in the invoice on account of fees, I assessed the nature of the work and time spent and concluded that, rather than including the amount of $5,191.00 for fees based on my usual hourly rate, I would reduce the fee amount by $1,441.00 to $3,750.00.

9. I am a member in good standing of the Law Society of Saskatchewan, called to the bar in 1981. I practice in the areas of insolvency and restructuring and, as mentioned above, I was the lawyer at McDougall having primary conduct of this matter.

10. In this matter, McDougall had a limited role of preparing a security opinion concerning security registrations in Saskatchewan for the Receiver.

11. To the best of my knowledge, information and belief, the information contained in the McDougall Invoice is true and accurate in all respects as to:

    (a) the number of hours worked;

    (b) the nature of work performed;

    (c) the identity of the individual who performed work; and

    (d) the rate charged for the work performed, as adjusted.

12. I have reviewed the McDougall Invoice and do verily believe that:

    (a) McDougall's professional fees and disbursements were properly incurred and are fair and reasonable in the circumstances;

    (b) the work was reasonable and necessary and completed at the request of the Receiver;

    (c) the work completed by McDougall was delegated to the appropriate professional with the appropriate seniority and hourly rate, and with the appropriate downward adjustment;

    (d) McDougall's standard rates are consistent with the fees charged by similar firms with the capacity to handle a matter of comparable size and complexity;

    (e) McDougall's Invoices were provided to the Receiver when rendered and all have been approved by the Receiver; and

    (f) the services reflected in McDougall's Invoices were performed by McDougall in a prudent and economical manner, including avoiding duplication.

13. With respect to the fees and rates charged by McDougall, I confirm that:

(a) McDougall reviews its billing rates on an annual basis to ensure that its rates remain consistent with market rates charged by similar firms in Saskatchewan; and

(b) the difference between the billing rates of associates and partners at McDougall, although not always significant, is in my view reasonable and consistent with the market rates.

14. I make this affidavit for the purposes of the Receiver's application seeking approval McDougall's fees and disbursements, and for no other purpose. Nothing in this Affidavit is intended to be a waiver of solicitor-client privilege by the Receiver.

SWORN, BEFORE ME at Regina, Saskatchewan, on November 5, 2026

A Commissioner for Oaths in and for the Province of Saskatchewan
Being a Solicitor

MICHAEL W. MILANI, K.C.

This is Exhibit "**A**"
Referred to in the Affidavit of
MICHAEL W. MILANI, K.C.
Sworn before me this 5 day of
NOVEMBER, 2026



A Commissioner for Oaths in and for the
Province of Saskatchewan
Being a Solicitor

McDOUGALL GAULEY LLP

barristers and solicitors
(306) 757-1641
1500-1881 Scarth Street
Regina, Saskatchewan S4P 4K9

REMITTANCE COPY
PLEASE REMIT WITH PAYMENT

AlixPartners Restructuring, Inc.
c/o Fasken Martineau DuMoulin LLP
3400 First Canadian Centre
350-7th Avenue S.W.
Calgary, AB
Canada T2P 3N9

Date: October 31, 2026
Invoice No.: 785749
File Number:
506254.390/MWM
GST 890275415
PST 1881549

INVOICE SUMMARY

Total Fees	$5,191.00
Less Courtesy Fee Reduction	(1,441.00)
Total Fees	$3,750.00
Total Taxable Disbursements	209.04
Total GST	197.95
Total PST	225.00
Total Fees Disbursements & Taxes:	$4,381.99

PAYMENT METHOD 1: INTERAC e-TRANSFER

Beneficiary **McDougall Gauley LLP**
Email Address: **regaccounting@mcdougallgauley.com**
Remittance Information: (Please enter the following in the message box of the INTERAC e-Transfer)
YOUR NAME, OUR FILE NUMBER, OUR INVOICE NUMBER, AMOUNT PAID

Please Note: This account is auto deposit enabled. If your banking institution does not recognize auto deposit, you will be contacted by our office and required to cancel the transfer and pay by alternate method.

PAYMENT METHOD 2: WIRE OR DIRECT DEPOSIT

A COPY OF THIS REMITTANCE ADVICE MUST BE FAXED OR EMAILED UPON COMPLETION
(EMAIL: regaccounting@mcdougallgauley.com or FAX: (306) 359-0785)

BANK: ROYAL BANK of CANADA
BANK ADDRESS: 2002 – 11th AVENUE, REGINA SK, S4P 0J3
BANK CODE: **003** TRANSIT: **00008** ACCOUNT #: **140-740-2** SWIFTCODE: **ROYCCAT2**

NAME OF SENDER: _____ PHONE #: _____ AMOUNT: **$** _____

PAYMENT METHOD 3: BY MAIL

Send a cheque or bank draft payable to McDougall Gauley LLP to the remittance address at the top of this form.