VANCOUVER
OCT 05 2026
REGISTRY

NO. S267204
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

NOTICE OF APPLICATION

Name of Applicant: The Petitioner, Bank of Montreal

To: Service List attached as **Schedule "A"**

TAKE NOTICE that an application will be made by the Applicant to be heard by the Honourable Justice Stephens at the Courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on Thursday, October 8, 2026, at 10:00 a.m., as directed by the Honourable Justice Stephens following a hearing of the herein Petition on September 28, 2026 and confirmed by the Notice of Hearing of Application, for the orders set out in Part 1 below.

The Applicant estimates that the application will take 10 minutes.

This matter was booked through Trial Scheduling.

☒ This matter is not within the jurisdiction of an Associate Judge. The Honourable Justice Stephens is seized of this matter.

Part 1: ORDERS SOUGHT

1. An order substantially in the form attached hereto as **Schedule "B"**, amending and restating the Receivership Order of Justice Stephens made herein on September 28, 2026 (the "**Receivership Order**"), to:

a. restate and incorporate at paragraph 8 of the Receivership Order the revisions already made by Order pronounced herein on October 2, 2026; and

b. provide that the Receiver's Charge and Receiver's Borrowings Charge, as defined at paragraphs 20 and 23 of the Receivership Order, respectively, rank in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, without exception in favour of any secured creditor.

2. Such further and other relief as counsel may advise and this Honourable Court may deem just.

Part 2: FACTUAL BASIS

1. On application by the Petitioner, Bank of Montreal, the Honourable Justice Stephens made the Receivership Order on September 28, 2026, appointing AlixPartners Restructuring, Inc. as receiver and receiver and manager (in that capacity, the "**Receiver**"), without security, of all the assets, undertakings, and property of Canstar Restorations Limited Partnership by its general partner Canstar Restorations GP Inc., Canstar Restorations GP Inc., and L.U.N.A. Restorations Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors (collectively, the "**Property**").

2. Among other things, the Receivership Order granted:

a. a "**Receiver's Charge**", securing payment of the Receiver's and its legal counsel's fees and disbursements, and

b. a "**Receiver's Borrowings Charge**", securing the payment of any monies borrowed by the Receiver to fund the exercise of its powers and duties under the Receivership Order.

3. The Receivership Order was made without notice to certain of the Debtors' secured creditors and other stakeholders. Accordingly, the Receiver's Charge and Receiver's Borrowings Charge were granted in priority to all security interests, trusts, liens, charges, and encumbrances of any person, save and except for secured creditors who were not provided with notice of the Petitioner's application for the Receivership Order.

4. This Application seeks to amend the Receivership Order to give the Receiver's Charge and Receiver's Borrowings Charge priority over all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, without exception.

5. The Petitioner makes this application on notice to the Debtors' known secured creditors and broader stakeholder group.

Part 3: LEGAL BASIS

Priority for the Receiver's Charge

1. The Receivership Order was made pursuant to section 39 of the *Law and Equity Act*, RSBC 1996, c 253 (the "***LEA***") and section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "***BIA***").

2. Section 39 of the *LEA* provides that a receivership order may be made on terms and conditions the court thinks just. The proposed priority declaration in respect of the Receiver's Charge is standard in receivership orders in British Columbia, and is otherwise just and appropriate in the circumstances.

3. Section 243(6) of the *BIA* expressly authorizes this Court to order that the Receiver's Charge ranks ahead of all secured creditors, provided those secured creditors have reasonable notice:

> **Orders respecting fees and disbursements**
>
> **(6)** If a receiver is appointed under subsection (1), the court may make any order respecting the payment of fees and disbursements of the receiver that it considers proper, including one that gives the receiver a charge, ranking ahead of any or all of the secured creditors, over all or part of the property of the insolvent person or bankrupt in respect of the receiver's claim for fees or disbursements, but the court may not make the order unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations.

4. As set out above, this application is made on notice to all the Debtors' known secured creditors.

5. Appellate authority has recognized that the super priority typically given to charges securing the professional fees of a receiver and its counsel is a necessary protection, without which the objectives of the receivership regime (including collective action, to the benefit of all

interested stakeholders) would be frustrated, as professionals would be unlikely to risk offering their services without any assurance of ultimately being paid.

Edmonton (City) v Alvarez & Marsal Canada Inc., 2019 ABCA 109 ("***Edmonton v A&M***") at paras. 17, 23,
citing *CCM Master Qualified Fund v blutip PowerTechnologies*, 2012 ONSC 1750 ("***CCM***")

Priority for the Receiver's Borrowings Charge

6. As set out above, section 39 of the *LEA* permits the Court to craft receivership orders on terms the Court considers just. As with the Receiver's Charge, the proposed priority declaration in respect of the Receiver's Borrowings Charge is standard in receivership orders in British Columbia, and is otherwise just and appropriate in the circumstances.

7. Section 31(1) contemplates an order permitting the Receiver to borrow funds and give security on the Property in priority to secured creditors' interests:

> **Borrowing powers with permission of court**
>
> **31 (1)** With the permission of the court, an interim receiver, a receiver within the meaning of subsection 243(2) or a trustee may make necessary or advisable advances, incur obligations, borrow money and give security on the debtor's property in any amount, on any terms and on any property that may be authorized by the court and those advances, obligations and money borrowed must be repaid out of the debtor's property in priority to the creditors' claims.

8. Interim financing in insolvency proceedings is advanced in reliance on the super-priority typically given to borrowings charges. The integrity and objectives of receivership proceedings require certainty regarding that priority.

CCM at paras. 21-22

Edmonton v A&M at para. 17

Part 4: MATERIAL TO BE RELIED ON

1. Receivership Order pronounced September 28, 2026

2. Order Made After Application pronounced October 2, 2026

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 business 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).

Dated at the City of Vancouver, in the Province of British Columbia, this 5th day of October, 2026.

Signature of lawyer for the Applicant
Baylee Hunt

This Notice of Application is filed by Baylee Hunt, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2, e-mail address: bhunt@lawsonlundell.com; telephone number: 604-685-3456.

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:

_____

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
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

Schedule "A"

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

SERVICE LIST

As at October 5, 2026

Fasken Martineau DuMoulin LLP 550 Burrard St #2900 Vancouver, BC V6C 0A3 Attention: Kibben Jackson Jessica Cameron Tiffany Bennett Email: kjackson@fasken.com jcameron@fasken.com tbennett@fasken.com jbeaulieu@fasken.com *Counsel to AlixPartners Restructuring, Inc.*	**AlixPartners Restructuring, Inc.** 220 Bay Street, 13th Floor Toronto, ON M5J 2W4 Attention: Bobby Kofman Ben Luder Tony Trifunovic Email: robert.kofman@alixpartners.com ben.luder@alixpartners.com tony.trifunovic@alixpartners.com *Proposed Receiver*
Lawson Lundell LLP Cathedral Place 925 W Georgia St #1600 Vancouver, BC V6C 2L1 Attention: Jack Maslen William Roberts Baylee Hunt Email: jmaslen@lawsonlundell.com wroberts@lawsonlundell.com bhunt@lawsonlundell.com ccurran@lawsonlundell.com *Counsel for the Petitioner*	

Blake, Cassels & Graydon LLP 1133 Melville St #3500 Vancouver, BC V6E 4E5 Attention : John-Paul Bogden Email : jp.bogden@blakes.com *Counsel for the Respondents*	**Canstar Restorations Limited Partnership** **Canstar Restorations GP Inc.** **L.U.N.A Restorations Inc.** **c/o Fulcrum Capital Partners Inc.** 885 West Georgia Street, Suite 1020 Vancouver, BC V6C 3E8 Attention : Graham Flater Greg Collings Email : graham.Flater@fulcrumcapital.ca greg.collings@fulcrumcapital.ca *Respondents*
Premium Restoration Inc. 6901 72 St #212 Delta, BC V4G 0A2 Attention: Fabio Infanti Email: fabio@premiumrestoration.com *Interested Party*	**Borden Ladner Gervais LLP** 200 Burrard Street, Suite 1200 Vancouver, BC V7X 1T2 Attention: Andrew Hennigar Ryan Laity Email: ahennigar@blg.com rlaity@blg.com *Counsel to Premium Restorations Inc.*
Creditors	
Foss National Leasing Ltd. 801 – 125 Commerce Valley Dr W Markham, ON L3T 7W4 Attention: Andrew Kines Susan Traynor Steve Rotz Email: akines@fossnational.com; straynor@fossnational.com; srotz@fossgroup.com; credit@fossnational.com;	**Farmington Leasing Limited** 30 Quarry Ridge Road, Barrie, ON L4M 7G1 Attention: Jim Johnson Email: jimjohnson@farmingtonleasing.ca
Wells Fargo Equipment Finance Company 1100 – 1290 Central Parkway W Mississauga, ON LRC 4R3	**FCP Canstar HoldCo Inc.,** **as Security Agent** 885 West Georgia St, Ste 1020 Vancouver, BC V6C 3E8
Meridian OneCap Credit Corp. 204 – 3185 Willingdon Green Burnaby, BC V5G 4P3	**Addison Leasing of Canada Ltd.** 2233 Argentia Road, Suite 303, East Tower Mississauga, ON L5N 2X7

Fulcrum Capital Partners Inc. 885 West Georgia Street, Suite 1020 Vancouver, BC V6C 3E8 Attention: Graham Flater Email: graham.Flater@fulcrumcapital.ca	**Enterprise Fleet Management Canada, Inc.** 13160 88 Ave Surrey, BC V3W 3K3
Surlang Roofing Ltd. #6-19585 56 Ave, Surrey, BC, V3S 6K3 Attention: Bryon Cozicar Email: bryon@surlangroofing.com	**JM Electric Ltd.** c/o Linley Welwood LLP 305-2692 Clearbrook Road Abbotsford, BC, V2T 2Y8 Attention: Justin W. Klassen Email: jklassen@linleywelwood.com; accounts@jmelectricltd.com;
Mira Floors Ltd. c/o Baker Newby LLP 200-2955 Gladwin Road Abbotsford, BC, V2T 5T4 Attention: Adnan N. Habib Email: AHabib@bakernewby.com; MTaylor@bakernewby.com;	
Government Entities	
Canada Revenue Agency 9737 King George Boulevard Surrey, BC V3T 5W6 Tel.: (236) 334-6526 Fax: (604) 658-2700	**Canada Revenue Agency** His Majesty The King in Right of Canada Deputy Attorney General British Columbia Regional Office Department of Justice Canada 900 – 840 Howe Street Vancouver, BC V6Z 2S9 Email: Vancouver.TaxLawServices@justice.gc.ca
His Majesty The Kin in Right of British Columbia **Attorney General for British Columbia** PO Box 9280 Stn Prov Govt Victoria, BC V8W 9J7 Email: AGLSBRevTaxInsolvency@gov.bc.ca	**Office of the Superintendent of Bankruptcy Canada** 300 West Georgia St, Suite 2000 Vancouver, BC V6B 6E1 Email: osbservice-bsfservice@ised-isde.gc.ca

Alberta Justice **Alberta Finance & Treasury Legal Team** **Legal Services Division** 2nd Floor, Peace Hills Trust 10011 – 109 Street Edmonton, AB T5J 3S8 Attention: Scott Chen Fidaa Joumaa Rachelle Sorgiovanni Email: scott.chen@gov.ab.ca fidaa.joumaa@gov.ab.ca rachelle.sorgiovanni@gov.ab.ca	**Saskatchewan Justice and Attorney General** **Legal Services Division** **Civil Law Branch** 900 - 1874 Scarth Street Regina, SK, S4P 4B3 Attention: Rachel Haack Laura Mazenc Justin Stevenson Email: rachel.haack@gov.sk.ca laura.mazenc@gov.sk.ca justin.stevenson@gov.sk.ca
Facility Lessors	
Boma Industries Ltd. 760 Rochester Avenue Coquitlam, BC V3K 2V8 Email: boma.industries@outlook.com	**Gatz Holdings Ltd.** (Has an Excluded Lease as Well) (Landlord – Surrey Lease Canstar Restorations GP Inc.) 870 Barber Street Port Moody, BC V3H 3V4 Attention: Jay Dargatz Email: Jaygatz57@outlook.com;
Sierra Developments Ltd. 4446 Rehsler Pl Chilliwack, BC V2T 6Z5 Email: sierraelectric.ltd@gmail.com **Gordon Creek Law** 1768 Amble Greene Drive Surrey, B.C. V4A 6P4 Attention: M. Jeanne Meyers Email: jeanne@gordoncreeklaw.ca *Counsel for Sierra Developments Ltd.*	**Southbridge Business Park (II) Ltd.** Suite 2000, 595 Burrard Street Vancouver, BC V6C 0E4 Email: trevor.smith@wesgroup.ca **McCarthy Tétrault LLP** 745 Thurlow Street, Suite 2400 Vancouver BC, V6E 0C5, CA Attention: Katherine Griffin Email : kgriffin@mccarthy.ca *Counsel for Southbridge Business Park (II) Ltd.*
CML Properties 272 Lansdowne St. Kamloops, BC V2C 1X7 Email: info@cmlproperties.ca	**GSRD Commercial Investment Corp.** c/o Campbell Froh May & Rice LLP 200-5611 Cooney Road Richmond, BC V6X 3J6 Attention: Arondeep S. Mand Email: amand@cfmrlaw.com; ksugasawa@cfmrlaw.com; greg_nikkel@hotmail.com

Hyatt Auto Sales Ltd. 1311 - 9th Avenue SW, Suite 300 Calgary, AB T3C 0H9 Email: etrieu@hyattgroup.com	**1167893 B.C. Ltd. / Element 29 Ventures Ltd.** 1302 Green Bay Rd West Kelowna, BC, V4T 2B6 Attention: Chad Ulansky Email: CUlansky@metalexventures.ca
Rollyworks Ventures Inc. 201-4548 Lakelse Ave Terrace, BC V8G 1P8 Email: controller@rollyworks.com	**Bandstra Ventures Ltd.** Box 3726 Smithers, BC V0J 2N0 Email: mband@telus.net
KTG Holdings Ltd. #614 - 1488 Fourth Avenue Prince George, BC V2L 4Y2 Attention: Geredina Zwiers Email: gzwiers@telus.net	**JCL Holdings Ltd.** #101, 17839 - 106A Avenue Edmonton, AB T5S 1V8 Attention: Blaine Jackson Email : blainejackson@lydale.com
Andre Holdings Ltd. 3318 Millar Avenue Saskatoon, SK S7K 7G9 Attention: Aaron Andre Email: andreholdingssk@gmail.com	**Triple H Enterprises Inc.** 300, 10240 - 124 Street Edmonton, Alberta T5N 3W6 Attention: Christel Mohr Email: commercial@groupthree.ca
Vista Holdings Ltd. 207, 5920 - 1A Street SW Calgary, AB T2H 0G3 Email: harminholdings@shaw.ca	

Retained Contracts (Customers)

Co-operators Financial Services Limited 130 Macdonell Street Guelph, ON N1H 6P8 Attention: Patty Gerard Email: patty_gerard@cooperators.ca	**Sandbox Mutual Insurance Company** 250 Willis Cres Saskatoon, SK S7T 0V2 Attention: Lowen Genoway Email: lGenoway@sandbox.ca
University of Alberta 348 Materials Management Building 8415 - 117 Street NW Edmonton, AB T6G 2R3 Attention: Joe Rollheiser Email: jrollhei@ualberta.ca	**University of Regina** 3737 Wascana Parkway Regina, SK S4S 0A2 Attention: Amber Gunnlaugson Email: amber.gunnlaugson@uregina.ca

University of Saskatchewan 110 Maintenance Road Saskatoon, SK S7N 5C5 Email: procurement@usask.ca	**Alberta Motor Association Insurance Company** 11220 - 109 St Edmonton, AB T5G 2T6 Attention: Jordan Andrew Email: jordan.andrew@ama.ab.ca
CAA Insurance Company 60 Commerce Valley Drive East Thornhill, ON L3T 7P9 Attention: Neil Prosty Email: npro@caasco.ca	**Crawford Contractor Connection** #200 - 2300 University Ave Waterloo, ON N2K 0A2 Email: CanadianPerformanceManagers@ContractorConnection.ca
Contracktor 4112 Hendreson Rd Harrowsmith, ON K0H 1V0 Attention: Kim Shuen Email: kshuen@contracktor.ca	**Desjardins General Insurance Group** 5-100 rue des Commandeurs Levis, QC G6V 7N5 Attention: Luc Gagné Email: luc.gagne@dgag.ca
Intact Financial Corporation 700 University Avenue Toronto, ON M5G 0A1 Attention: Jhin Kwon Email: jhin.kwon@intact.net	**The Wawanesa Mutual Insurance Company** 191 Broadway Avenue Winnipeg, MB R3C 3P1 Attention: Kayla Guynup Email: kguynup@wawanesa.com
The Board of Education of School District No. 36 (Surrey) 14033 92nd Ave Surrey, BC V3V 0B7 Attention: Cathy Xu Email: xu_c@surreyschools.ca	**BCNET** Suite 750-555 Seymour Street Vancouver, BC V6B 3H6 Attention: Dennis Silva Email: dennis.silva@bc.net
Max Insurance 72 Victoria St. S, Unit 210 Kitchener, ON N2G 4Y9 Attention: Marguerite Palombella Email: mpalombella@maxinsurance.ca	**Co-operators Financial Services Limited** 130 Macdonell Street Guelph, ON N1H 6P8 Email: Contracts@cooperators.ca

BC Housing 1701-4555 Kingsway Avenue Burnaby BC V5H 2A7 Email: webhazmat@bchousing.org	**Aviva Canada Inc.** Attention: Gwen Cheung Stacey Conway Email: gwen.cheung@aviva.com; stacey.conway@aviva.com **c/o Counsel – Stikeman Elliott LLP** 666 Burrard Street, Suite 2700 Vancouver, BC V6C 2X8 Attention: Shona Sinclair Email: ssinclair@stikeman.com
Facility Plus 5155 Spectrum Way, Building No. 21 Mississauga, ON L4W 5A1 Email: serviceteam10@facilityplus.com	**City of Surrey** 13450-104 Avenue Surrey BC V3T 1V8 Re: Jeff Schaafsma Attention: Laura Gray Email: Lgray@surrey.ca
Township of Langley 20338 - 65 Avenue Langley BC V2Y 3J1 Attention: Jane Houweling Email: jhouweling@tol.ca	**Symbility** 30 Adelaide East, Suite 500 Toronto ON M5C 3G8 Attention: James Swayze Email: jswayze@symbilitysolutions.com
Others	
Heseltine-Richardson Associates Inc. (Landlord – Kamloops Lease ABK) 215 - 179 Davie Street Vancouver BC V6Z 2Y1 *Interested Party*	**DLA Piper (Canada) LLP** 1133 Melville St Suite 2700 Vancouver, BC V6E 4E5 Attention: Jeffrey Bradshaw Email: jeffrey.bradshaw@ca.dlapiper.com *Counsel to Canstar Construction Ltd. as an interested party*

EMAIL SERVICE LIST

kjackson@fasken.com; jcameron@fasken.com; tbennett@fasken.com; jbeaulieu@fasken.com; robert.kofman@alixpartners.com; ben.luder@alixpartners.com; tony.trifunovic@alixpartners.com; jmaslen@lawsonlundell.com; wroberts@lawsonlundell.com; bhunt@lawsonlundell.com; ccurran@lawsonlundell.com; jp.bogden@blakes.com; graham.Flater@fulcrumcapital.ca; greg.collings@fulcrumcapital.ca; bryon@surlangroofing.com; jklassen@linleywelwood.com; accounts@jmelectricltd.com; AHabib@bakernewby.com; MTaylor@bakernewby.com; bakerfabio@premiumrestoration.com; ahennigar@blg.com; rlaity@blg.com; akines@fossnational.com; straynor@fossnational.com; srotz@fossgroup.com; credit@fossnational.com; jimjohnson@farmingtonleasing.ca; Vancouver.TaxLawServices@justice.gc.ca; AGLSBRevTaxInsolvency@gov.bc.ca; osbservice-bsfservice@ised-isde.gc.ca; scott.chen@gov.ab.ca; fidaa.joumaa@gov.ab.ca; rachelle.sorgiovanni@gov.ab.ca; rachel.haack@gov.sk.ca; laura.mazenc@gov.sk.ca; justin.stevenson@gov.sk.ca; boma.industries@outlook.com; Jaygatz57@outlook.com; sierraelectric.ltd@gmail.com; jeanne@gordoncreeklaw.ca; kgriffin@mccarthy.ca; trevor.smith@wesgroup.ca; info@cmlproperties.ca; amand@cfmrlaw.com; ksugasawa@cfmrlaw.com; greg_nikkel@hotmail.com; etrieu@hyattgroup.com; CUlansky@metalexventures.ca; controller@rollyworks.com; mband@telus.net; gzwiers@telus.net; blainejackson@lydale.com; andreholdingssk@gmail.com; commercial@groupthree.ca; harminholdings@shaw.ca; patty_gerard@cooperators.ca; lGenoway@sandbox.ca; jrollhei@ualberta.ca; amber.gunnlaugson@uregina.ca; procurement@usask.ca; jordan.andrew@ama.ab.ca; npro@caasco.ca; CanadianPerformanceManagers@ContractorConnection.ca; kshuen@contracktor.ca; luc.gagne@dgag.ca; jhin.kwon@intact.net; kguynup@wawanesa.com; xu_c@surreyschools.ca; dennis.silva@bc.net; mpalombella@maxinsurance.ca; Contracts@cooperators.ca; webhazmat@bchousing.org; gwen.cheung@aviva.com; stacey.conway@aviva.com; ssinclair@stikeman.com; serviceteam10@facilityplus.com; Lgray@surrey.ca; jhouweling@tol.ca; jswayze@symbilitysolutions.com; jeffrey.bradshaw@ca.dlapiper.com;

COURIER SERVICE LIST

Wells Fargo Equipment Finance Company
1100 – 1290 Central Parkway W
Mississauga, ON LRC 4R3

FCP Canstar HoldCo Inc.,
as Security Agent
885 West Georgia St, Ste 1020
Vancouver, BC V6C 3E8

Meridian OneCap Credit Corp.
204 – 3185 Willingdon Green
Burnaby, BC V5G 4P3

Addison Leasing of Canada Ltd.
2233 Argentia Road, Suite 303, East Tower
Mississauga, ON L5N 2X7

Enterprise Fleet Management Canada, Inc.
13160 88 Ave
Surrey, BC V3W 3K3

Heseltine-Richardson Associates Inc. (Landlord – Kamloops Lease ABK)
215 - 179 Davie Street
Vancouver BC V6Z 2Y1

JCL Holdings Ltd.
#101, 17839 - 106A Avenue
Edmonton, AB T5S 1V8

Township of Langley
20338 - 65 Avenue
Langley BC V2Y 3J1

Schedule "B"

No. S267204
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF
CANSTAR RESTORATIONS LIMITED PARTNERSHIP, by its general partner
CANSTAR RESTORATIONS GP INC., CANSTAR RESTORATIONS GP INC.,
and L.U.N.A RESTORATIONS INC.

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

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE	)	
	)	OCTOBER 8, 2026
JUSTICE STEPHENS	)	
	)	

ON THE APPLICATION of Bank of Montreal for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") appointing AlixPartners Restructuring, Inc. as receiver and receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of Canstar Restorations Limited Partnership by its general partner Canstar Restorations GP Inc., Canstar Restorations GP Inc., and L.U.N.A Restorations Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day at 800 Smithe Street, Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Jesse Agassiz sworn September 21, 2026 and the consent of AlixPartners Restructuring, Inc. to act as the Receiver; **AND ON HEARING** William L. Roberts and Baylee Hunt, counsel for the Petitioner, and Kibben Jackson, counsel for the Receiver, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

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

RECEIVER'S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

   (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;

   (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;

   (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

   (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;

   (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

   (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of any security held by the Debtors;

   (g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;

(j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of a single transaction for consideration up to $200,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000; and

(ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

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

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtors;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

(s) to assign the Debtors into bankruptcy or to obtain a bankruptcy order in respect of the Debtors, to become the trustee in bankruptcy of the Debtors, and to take all steps reasonably required to carry out its role as trustee in bankruptcy of the Debtors; and

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtors; (ii) all of the Debtors' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.

5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all

Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property, including claims under the *Builders Lien Act,* SBC 1997, c 45, the *Prompt Payment and Construction Lien Act*, RSA 2000, c P-26.4, and *The Builders' Lien Act*, SS 1984-85-86, c B-7.1 (collectively, the "**Lien Acts**"), shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim, other than a claim under the Lien Acts, or any of them, that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver. Any lien claim under any of the Lien Acts that might, but for this paragraph, otherwise become barred by statute or an existing agreement if such lien claim is not commenced before the expiration of the stay provided by this paragraph, shall be tolled, extended, and preserved during the pendency of the stay of proceedings imposed by this paragraph, subject to further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver or any of its directors, officers, agents, employees, or representatives to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

16. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:

    (a) before the Receiver's appointment; or,

(b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. The Receiver and its directors, officers, agents, employees, and representatives shall incur no liability or obligation whatsoever as a result of the Receiver's appointment or the carrying out the provisions of this Order, save and except:

(a) any gross negligence or wilful misconduct on its part; or

(b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

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

RECEIVER'S ACCOUNTS

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

21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

22. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

26. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

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

SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings at: https://cdncases.alixpartners.com/experience/case/canstar (the "**Website**") and shall post there as soon as practicable:

    (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,

    (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Petitioner a demand for notice in the form attached as Schedule B (the "**Demand for Notice**"). The Receiver and the Petitioner need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Petitioner from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.

31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

32. Notwithstanding paragraph 31 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.

33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

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

35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

39. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

40. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

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

APPROVED BY:

_____

Signature of ●

lawyer for Petitioner

BY THE COURT

REGISTRAR

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $ _____

1. THIS IS TO CERTIFY that AlixPartners Restructuring, Inc., the receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Canstar Restorations Limited Partnership by its general partner Canstar Restorations GP Inc., Canstar Restorations GP Inc., and L.U.N.A Restorations Inc. (collectively, the "**Debtors**"), including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the 28th day of September, 2026 (the "**Order**") made in SCBC Action No. _____ has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the _____ day of _____, 202_.

AlixPartners Restructuring, Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

Schedule "B"
Demand for Notice

TO: **Bank of Montreal**
c/o Lawson Lundell LLP
Attention: William Roberts / Jack R. Maslen / Baylee Hunt
Email: wroberts@lawsonlundell.com / jmaslen@lawonsonlundell.com / bhunt@lawsonlundell.com

AND TO: **AlixPartners Restructuring, Inc.**
c/o Fasken Martineau DuMoulin LLP
Attention: Kibben Jackson
Email: kjackson@fasken.com

Re: In the matter of the Receivership of Canstar Restorations Limited Partnership by its general partner Canstar Restorations GP Inc., Canstar Restorations GP Inc., and L.U.N.A Restorations Inc.

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

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

   _____

   OR

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

   _____

   OR

3. By mail, at the following address:

   _____

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

_____

_____

Creditor's Contact Phone Number: _____

Action No. _____

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

ORDER MADE AFTER APPLICATION

Lawson Lundell, LLP

925 W Georgia St Suite 1600

Email: wroberts@lawsonlundell.com

File No.: 14134.167322

NO. S267204
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

NOTICE OF APPLICATION

LAWSON LUNDELL LLP

Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2
Phone: (604) 685-3456
Attention: Baylee Hunt

File No. 14134-167322