



S 267204
NO. _____
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

PETITION TO THE COURT

ON NOTICE TO: See attached "Schedule A"

The address of the Registry is 800 Smithe Street, Vancouver, British Columbia.

The Petitioner estimates that the hearing of the Petition will take one hour.

- ☐ This matter is an application for judicial review.
- ☒ This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by

- ☒ the person named as Petitioner in the style of proceedings above

If you intend to respond to this Petition, you or your lawyer must

- (a) file a Response to Petition in Form 67 in the above-named registry of this court within the time for Response to Petition described below, and
- (b) serve on the Petitioner
- (i) 2 copies of the filed Response to Petition; and
- (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the Response to Petition within the time for response.

Time for Response to Petition

A Response to Petition must be filed and served on the Petitioner, if you were served with the Petition anywhere in Canada, within 21 days after that service,

- (a) if you were served with the Petition anywhere in the United States of America, within 35 days after that service
- (b) if you were served with the Petition anywhere else, within 49 days after that service, or
- (c) if the time for Response has been set by order of the court, within that time.

The ADDRESS FOR SERVICE of the Petitioner is c/o Lawson Lundell LLP, 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2.

Fax number for delivery is: 604.631.9152.

E-mail address for service of the Petitioner: wroberts@lawsonlundell.com
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The name and office address of the Petitioner's lawyer is: Lawson Lundell LLP, 1600 - 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2 (Attention: William L. Roberts / Jack R. Maslen / Baylee Hunt).

CLAIM OF PETITIONER

Part 1: ORDERS SOUGHT

1. An Order substantially in the form attached as Schedule "B":
 - (a) appointing AlixPartners Restructuring, Inc. ("**AlixPartners**") as receiver and manager, without security (the "**Receiver**"), over all of the assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**") of Canstar, Canstar GP and LUNA Amalco (each as defined below and collectively, the "**Respondents**"), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**") and section 39 of the *Law and Equity Act*, RSBC 1996, c. 253 (the "**LEA**"); and
 - (b) abridging the period for notice pursuant to Rule 22-4 of the *Supreme Court Civil Rules* and/or the BIA.
2. An order that the Petitioner, Bank of Montreal ("**BMO**"), be granted its costs of and in connection with this proceeding, on a solicitor and own client basis.
3. Such further and other relief this Honourable Court may deem just.

Part 2: FACTUAL BASIS

4. The factual basis for this Petition is set out in the First Affidavit of Jesse Agassiz, affirmed on September 21, 2026, and filed herein (the “**Agassiz Affidavit**”). Unless otherwise indicated, capitalized terms used herein have the meanings given to them in the Agassiz Affidavit.

The Parties

5. The Petitioner, BMO, is a chartered bank, having an office in the Province of British Columbia and an address for service in these proceedings at 1600 – 925 West Georgia Street, Vancouver, British Columbia.
6. The Respondents are a related group of companies. In particular:
 - (a) the Respondent, Canstar Restorations Limited Partnership (“**Canstar**” or the “**Borrower**”) is a limited partnership registered pursuant to the laws of the Province of British Columbia, with a registered office in Vancouver, British Columbia;
 - (b) the Respondent, Canstar Restorations GP Inc. (“**Canstar GP**” or “**Borrower GP**”), is a corporation incorporated pursuant to the laws of the Province of British Columbia, with a registered office in Vancouver, British Columbia, and is the general partner of the Borrower; and
 - (c) the Respondent, L.U.N.A Restorations Inc. (“**LUNA Amalco**”) is a corporation amalgamated pursuant to the laws of the Province of British Columbia, with a registered office in Vancouver, British Columbia. LUNA Amalco was formed, on or about January 1, 2026, via the amalgamation of the ABK Restoration Services Ltd. (“**ABK**”), NorHaz Solutions Inc. (“**NorHaz**”), Universal Restoration Systems Ltd. (“**Universal**”), and L.U.N.A Restorations Inc. (“**Old LUNA**”). LUNA Amalco is a wholly-owned subsidiary of Canstar, and its predecessor entities were previously wholly-owned subsidiaries of Canstar.
7. The Respondents carry on business providing commercial restorations, renovations and repair work, and do so principally in British Columbia under several brands. To a lesser extent, the Respondents also operate in Alberta and Saskatchewan.
8. Fulcrum Capital Partners Inc., and/or its subsidiaries or affiliates (collectively, “**Fulcrum**”), controls the limited partnership interests in Canstar and the shares of Canstar GP. In addition to its partnership or equity interests, BMO understands that Fulcrum, directly or indirectly, holds subordinate secured debt owed by Canstar and/or LUNA Amalco.

The Credit Facilities and Current Indebtedness

9. In or around July 2016, BMO began its banking relationship with the Borrower.
10. Most recently, pursuant to a Fourth Amended and Restated Credit Agreement dated May 1, 2024, as amended by a First Amendment to the Fourth Amended and Restated Credit Agreement dated July 23, 2025, as may be further amended from time to time (collectively, the “**Credit Agreement**”), BMO as “**Lender**”, advanced to the Borrower as “**Borrower**”, the following credit facilities:

- (a) a revolving credit facility in the aggregate principal amount of up to the lesser of \$15,000,000 and the “**Borrowing Base**”, as defined in the Credit Agreement (the “**Revolving Facility**”);
 - (b) a non-revolving term facility in the aggregate principal amount of \$6,367,584.48 (the “**Term Facility**”);
 - (c) a non-revolving equipment lease facility in the principal amount of \$225,603, pursuant to a master lease agreement between the Borrower as lessee and BMO as lessor (the “**Equipment Facility**”); and
 - (d) a demand corporate MasterCard credit facility in the amount of up to \$750,000 (the “**MasterCard Facility**”, and together with the Revolving Facility, Term Facility, and Equipment Facility, collectively, the “**Credit Facilities**” and each a “**Credit Facility**”).
11. Among other things, the Credit Agreement provides that:
- (a) the term for Credit Facilities shall end no later than May 1, 2026 (the “**Repayment Date**”), at which time all amounts outstanding under each Credit Facility must be repaid and all obligations of BMO under each Credit Facility must be fully funded or cancelled;
 - (b) the Credit Facilities shall incur interest at a rate of BMO’s prime rate for Canadian dollar loans made by BMO in Canada from time to time, plus 4.50%, save and except for the MasterCard Facility, which shall incur interest at a rate pursuant to the MasterCard Agreement; and
 - (c) upon the occurrence of an Event of Default (as defined below), by notice to the Borrower, BMO may terminate the Credit Facilities, and BMO may, by the same or further notice to the Borrower, declare all indebtedness of the Borrower to BMO pursuant to the Credit Agreement to be immediately due and payable, in which case the “**Security**” (as defined in the Credit Agreement) shall become immediately enforceable.
12. The Credit Agreement provides that an “**Event of Default**” shall occur if, among other things:
- (a) the Borrower fails to repay the principal amount of all advances outstanding under the Revolving Facility in full on the Repayment Date;
 - (b) a credit party fails to comply with any provision of the Credit Agreement or any other Finance Document (as defined in the Credit Agreement) within five banking days after BMO has given notice of such failure;
 - (c) any Indebtedness (as defined in the Credit Agreement) of a credit party under the Credit Agreement in an amount of at least \$500,000 is not paid when due and payable (whether on demand, maturity, acceleration or otherwise); or
 - (d) a Material Adverse Change (as defined in the Credit Agreement) occurs.

13. As of September 16, 2026, there was justly and truly owing under and by virtue of the Credit Agreement and the Security, the sum of \$21,850,586.27 (excluding legal costs to date), plus interest and costs continuing to accrue thereon (the “**Current Indebtedness**”).

The Security

The Guarantees

14. As security for the Credit Facilities, BMO was provided:
- (a) an unlimited guarantee from ABK dated November 20, 2020;
 - (b) an unlimited guarantee from NorHaz dated November 20, 2020;
 - (c) an unlimited guarantee from Universal dated September 14, 2023; and
 - (d) an unlimited guarantee from Old LUNA dated May 2, 2024,
- (collectively, the “**Guarantees**”).
15. The Guarantees each guarantee payment to BMO of all present and future debts and liabilities due or owing to BMO from or by the Borrower or Borrower GP, including interest thereon and all costs, charges, and expenses which BMO may incur in enforcing or obtaining payment of amounts due to BMO from the Borrower or Borrower GP.

The Security Agreements

16. As further security for the Credit Facilities, the Borrower and Borrower GP granted a general security agreement dated July 8, 2016 in favour of BMO (the “**Canstar Security Agreement**”). Pursuant to the Canstar Security Agreement, BMO holds a security interest in all of the presently owned or held and after acquired or held personal property of the Borrower and Borrower GP, and a charge as and by way of a floating charge in all of their real property.
17. In connection with the Guarantees and as yet further security for the Credit Facilities:
- (a) ABK executed a general security agreement dated November 20, 2020 in favour of BMO, granting BMO a security interest in all of ABK’s presently owned or held and after acquired or held personal property, and a floating charge over ABK’s real property (the “**ABK Security Agreement**”);
 - (b) NorHaz executed a general security agreement dated November 20, 2020 in favour of BMO, granting BMO a security interest in all of NorHaz’s presently owned or held and after acquired or held personal property, and a floating charge over NorHaz’s real property (the “**NorHaz Security Agreement**”);
 - (c) Universal executed a general security agreement dated September 14, 2023 in favour of BMO, granting BMO a security interest in all of Universal’s presently owned or held and

after acquired or held personal property, and a floating charge over Universal's real property (the "**Universal Security Agreement**"); and

- (d) Old LUNA executed a general security agreement dated May 2, 2024 in favour of BMO, granting BMO a security interest in all of Old LUNA's presently owned or held and after acquired or held personal property, and a floating charge over Old LUNA's real property (the "**Old LUNA Security Agreement**", and together with the Canstar Security Agreement, ABK Security Agreement, NorHaz Security Agreement, and Universal Security Agreement, collectively, the "**Security Agreements**").
- 18. BMO has registered its security interests created by each of the Security Agreements with the British Columbia Personal Property Registry, and with the Alberta and Saskatchewan Personal Property Registries.
- 19. The security interests created pursuant to the Security Agreements are each first-ranking security interest over the secured collateral, subject, in certain cases, to certain registrations against serial numbered goods.
- 20. An Event of Default under the Credit Agreement constitutes an event of default under the Canstar Security Agreement, ABK Security Agreement and NorHaz Security Agreement. Similarly, Universal and Old LUNA are in default of their respective general security agreements if those parties default in making a payment when due of any indebtedness or liability to BMO.
- 21. Upon the occurrence of default under the Security Agreements, such agreements become immediately enforceable, in which case BMO shall be at liberty to, among other things, appoint a receiver (and/or receiver manager) in respect of the collateral secured thereunder. The parties to the Security Agreements further agreed to pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by BMO in, among other things, the enforcement of the Security Agreements.

The LUNA Amalgamation and Security Confirmation

- 22. Effective on or about December 31, 2025, ABK, NorHaz, Universal, and Old LUNA amalgamated pursuant to the *Business Corporations Act* (British Columbia) to continue as LUNA Amalco.
- 23. As a result, LUNA Amalco became bound by the Guarantees and the Security Agreements of ABK, NorHaz, Universal and Old LUNA, by operation of law.
- 24. Further, the Borrower, Borrower GP, and LUNA Amalco delivered to BMO a Confirmation of Loan Documents dated January 26, 2026 (the "**Security Confirmation**"). The Security Confirmation states, among other things, that:
 - (a) LUNA Amalco acknowledges, confirms and agrees that the security, including the ABK Security Agreement, NorHaz Security Agreement, Universal Security Agreement, and Old LUNA Security Agreement, granted by ABK, NorHaz, Universal and Old LUNA, to and in favour of BMO, remains in full force and effect, and is ratified and confirmed; and

- (b) LUNA Amalco acknowledges, confirms and agrees that the guarantees granted by ABK, NorHaz, Universal and Old LUNA, in favour of BMO, remain in full force and effect, are enforceable in accordance with their terms and that LUNA Amalco continues to be bound by said guarantees.
- 25. In addition to the Security Confirmation, the registrations in respect of ABK, NorHaz, Universal, and Old LUNA in the British Columbia Personal Property Registry were amended to include LUNA Amalco.
- 26. Accordingly, by virtue of the amalgamation of LUNA Amalco, and the Security Confirmation and accompanying registrations, BMO continues to hold a first-ranking security interest in all of LUNA Amalco's property, as it did previously in respect of the property of ABK, NorHaz, Universal and Old LUNA.

The Fulcrum Guarantee and Security Participation

- 27. As yet further security for the Credit Agreement, a Fulcrum affiliate or subsidiary, Fulcrum Capital Partners V, LP ("**Fulcrum V**"), provided BMO partial guarantees of the Credit Facilities up to an aggregate amount of \$5,000,000 (the "**Investor Guarantees**").
- 28. Pursuant to a Participation and Administration Agreement, dated June 29, 2026, between Fulcrum V and other Fulcrum affiliates (collectively, the "**Investor**") and BMO (the "**Participation Agreement**"), the Investor purchased from BMO an interest in the Credit Facilities equal to an aggregate amount of \$5,000,000, in exchange for BMO being entitled to apply the same amount against the indebtedness owed to it by the Borrower and in further exchange for BMO releasing the Investor Guarantees.
- 29. Also under the Participation Agreement, the Investor was allocated by BMO a proportionate interest in the Credit Facilities, of a maximum amount of \$5,000,000 of the aggregate principal amount available under the Credit Facilities (the "**Investor's Proportionate Interest**"). The Participation Agreement further specifies that BMO will act as the Investor's agent in respect of the Investor's Proportionate Interest and associated security, although the Investor's interest will be subordinate to BMO's position.
- 30. The effect of the Participation Agreement, and related transactions, is that the Investor now holds a portion of the Current Indebtedness due under the Credit Facilities, in the amount of \$5,000,000, but subordinate to BMO's interest in the Credit Facilities.
- 31. This is separate from the additional subordinate secured debt owed of the Borrower and/or LUNA Amalco owed to Fulcrum, as introduced above and which totalled approximately \$19.2 million as at July 31, 2026 (with interest and costs continuing to accrue thereon).

The Forbearance Agreements and Defaults

Initial Defaults Under the Credit Agreement and the Interim Forbearance Agreement

32. Beginning in or around the start of 2026, the Borrower defaulted under the Credit Agreement by, among other things:
 - (a) the Borrower's Total Funded Debt to EBITDA ratio being 7.92:1 as of December 31, 2025, exceeding the maximum allowable ratio under the Credit Agreement of 4.00:1; and
 - (b) the Borrower's Fixed Charge Coverage ratio being 0.76:1 as of December 31, 2025, falling below the minimum allowable ratio under the Credit Agreement of 1.20:1,
 (collectively, the "**Initial Defaults**").
33. Due to the Initial Defaults, BMO entered into an Interim Forbearance Agreement, dated March 11, 2026 (the "**Interim Forbearance Agreement**"), with the Borrower, Borrower GP, ABK, NorHaz, Universal, and Fulcrum V (the "**Interim Forbearance Parties**").
34. Pursuant to the Interim Forbearance Agreement, BMO agreed to refrain from taking steps to enforce its security or recover the "Indebtedness" (as defined in the Interim Forbearance Agreement) until after March 31, 2026 (the "**First Forbearance Period**"), provided there was no "Event of Default" under the Interim Forbearance Agreement.
35. Under the Interim Forbearance Agreement, each of the Interim Forbearance Parties agreed and acknowledged that:
 - (a) the Borrower was, as of March 3, 2026, indebted to BMO under the Credit Agreement in the aggregate amount of \$20,106,064.30;
 - (b) all of the Security Documents (as defined in the Credit Agreement) held by BMO in respect of the Credit Agreement and Credit Facilities were in full force and effect, and valid and enforceable in accordance with their terms; and
 - (c) at the expiry of the First Forbearance Period or after it has been terminated at BMO's election, the Interim Forbearance Parties irrevocably consent to the appointment of a receiver (or a receiver/manager) over any or all of the Borrower's assets and undertakings charged by the Security.

Interim Forbearance Defaults and the First Extension Agreement

36. After March 31, 2026, the First Forbearance Period expired, and BMO was not repaid.
37. Further, the Interim Forbearance Parties committed defaults under the Interim Forbearance Agreement by, *inter alia*, allowing the Borrowing Base under the Revolving Facility to exceed the maximum allowable margin deficit (the "**Interim Forbearance Defaults**").

38. Notwithstanding the expiration of the First Forbearance Period and the Interim Forbearance Defaults, BMO, the Interim Forbearance Parties, and LUNA Amalco (LUNA Amalco together with the Interim Forbearance Parties, hereinafter the **"Forbearance Parties"**) entered into an Extension Agreement dated April 21, 2026 (the **"First Extension Agreement"**).
39. LUNA Amalco was inadvertently not included as a party to the Interim Forbearance Agreement; however, under the First Extension Agreement it agreed to be bound by the terms of the Interim Forbearance Agreement and the First Extension Agreement, as if it had been a party to the Interim Forbearance Agreement.
40. Pursuant to the First Extension Agreement, BMO agreed to refrain from taking steps to enforce its security or recover the "Indebtedness" (as defined in the First Extension Agreement) until after July 31, 2026 (the **"Second Forbearance Period"**), again provided there was no "Event of Default" under the First Extension Agreement.
41. Notably, pursuant to the First Extension Agreement, the Forbearance Parties agreed that the Borrower must engage a qualified transactions advisor, on terms approved by BMO in consultation with KSV Advisory Inc. (now operating as AlixPartners Advisory Inc., being the entity through which AlixPartners provides advisory services). The Borrower was to engage a transactions advisor in order to assist the Borrower in administering a sale process, with a view to selling the Borrower's business (the **"Business"**) as a going concern (the **"Going Concern Sales Process"**).
42. As contemplated by the First Extension agreement, the Borrower engaged Summit Cap Advisors Ltd. (**"Summit"**), to act as its transactions advisor.

The Second Extension Agreement

43. After July 31, 2026, the Second Forbearance Period expired.
44. Like before, the Forbearance Parties also committed defaults under the First Extension Agreement by, among other things, allowing the Borrowing Base under the Revolving Facility to exceed the maximum allowable margin deficits set out in the First Extension Agreement (the **"First Extension Defaults"**).
45. Notwithstanding the expiration of the Second Forbearance Period and the First Extension Defaults, BMO and the Forbearance Parties entered into a Second Forbearance Extension Agreement, dated August 14, 2026 (the **"Second Extension Agreement"**, and together with the Interim Forbearance Agreement and the First Extension Agreement, the **"Forbearance Agreement"**).
46. Under the Second Extension Agreement, BMO agreed to not take steps to enforce the Security or recover the "Indebtedness" (as defined in the Second Extension Agreement) until after September 30, 2026, or such earlier date as may be determined by BMO, in its sole discretion, by written notice to the Forbearance Parties (the **"Third Forbearance Period"**).
47. Additionally, the Forbearance Parties acknowledged and agreed that the Going Concern Sales Process had resulted in certain letters of intent (**"LOIs"**).

48. The Forbearance Parties further acknowledged and agreed that, to give effect to a transaction contemplated by an LOI, BMO may, in BMO's sole discretion, commence proceedings to appoint AlixPartners as receiver or receiver/manager of any or all of the Forbearance Parties' assets and undertakings charged by the Security, and each of the Credit Parties irrevocably consents to, and will cooperate with and support the appointment of AlixPartners in any such capacity for that purpose.
49. Finally, under the Second Extension Agreement, the Forbearance Parties acknowledged and agreed that all obligations outstanding under the Credit Facilities would be due and payable upon the expiry of the Third Forbearance Period.

Termination of the Third Forbearance Period, Defaults and Demands by BMO

50. As permitted by the Second Extension Agreement, on September 16, 2026, BMO (via its legal counsel, Lawson Lundell LLP or "**Lawson**") issued a formal notice to the Forbearance Parties terminating the Third Forbearance Period with immediate effect (the "**Termination Notice**").
51. As a consequence of the Termination Notice, pursuant to the terms of the Credit Agreement and the Forbearance Agreement, all amounts due and owing in respect of the Credit Facilities became immediately due and owing.
52. Thereafter, on September 17, 2026, BMO (via Lawson) issued formal demands to the Respondents for payment in full of all amounts due and owing under the Credit Agreement, the guarantees and/or the security (the "**Demands**"). Enclosed with the Demands were Notices of Intention to Enforce Security to each of the Respondents (the "**NITES**"), pursuant to Section 244 of the BIA.
53. Following receipt of the Demands and NITES, the Respondents executed consents waiving the 10-day notice period under the BIA.
54. In light of the foregoing, and as more fully detailed below, it is just and convenient for AlixPartners to now be appointed as Receiver over the Property, so that the Property may be preserved and protected, and so that BMO may realize upon its first-ranking security.
55. AlixPartners is a licensed insolvency trustee, has consented to act as Receiver of the Property, and has been working extensively with the Respondents, Summit, BMO and Fulcrum throughout the Going Concern Sales Process, as detailed below.

Proposed Sale of Canstar

56. As described above, pursuant to the terms of the Forbearance Agreement, over the past several months the Borrower has undertaken the Going Concern Sales Process, which has been conducted by Summit, in consultation with, and under the supervision of, AlixPartners.
57. BMO understands that a sale agreement has now been signed, pursuant to which all or substantially all of the Property will be sold to Premium Restoration Ltd. (the "**Purchaser**") by way of a share subscription and reverse vesting order transaction (the "**Proposed Transaction**").

58. BMO understands that immediately following the Receivership Application, the Receiver, if appointed, intends to seek approval of the Proposed Transaction. BMO supports the Proposed Transaction and intends to partially finance the acquisition by the Purchaser.

Part 3: LEGAL BASIS

Statutory Basis

59. BMO brings this petition for the appointment of a receiver pursuant to section 243 of the BIA and section 39 of the LEA. BMO also relies on the *Supreme Court Civil Rules*, BC Reg 168/2009 (the “Rules”), including Rule 10-2 thereto.

60. Pursuant to subsection 243(1) of the BIA, on the application of a “secured creditor” who has complied with the statutory notice period, the Court may appoint a receiver over the property of an “insolvent person”. The Court may order the appointment of a receiver where it considers that it is “just or convenient” to do so.

BIA, s. 243(1).

61. British Columbia’s provincial legislation contemplates a similar test for the appointment of a receiver. Section 39 of the LEA provides that a receiver may be appointed by an interlocutory order of the Court in all cases in which it appears to the Court to be “just or convenient that the order should be made”. Such an order may be made either unconditionally or on terms and conditions the Court thinks just.

LEA, s. 39.

The Test for Appointing a Receiver

62. The purpose of a receivership authorized by the BIA is to facilitate and enhance the preservation and realization of the assets of an insolvent debtor for the benefit of the creditors in accordance with their priority rankings.

***British Columbia v Peakhill Capital Inc.*, 2024 BCCA 246, para 21.**

63. When exercising its discretion under both subsection 243(1) of the BIA and section 39 of the LEA, the Court must determine whether it is just or convenient to appoint a receiver. In the leading decision, *Maple Trade Finance Inc. v CY Oriental Holdings Ltd.*, this Court held that in analyzing whether a receiver is “just or convenient” the Court may consider the list of non-exhaustive factors enumerated in *Bennett on Receiverships*. The factors relevant to the within proceedings include:

- (a) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
- (b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;
- (c) the preservation and protection of the property;
- (d) the balance of convenience to the parties;

- (e) the length of time that a receiver may be in place; and
- (f) the likelihood of maximizing return to the parties.

Maple Trade Finance Inc. v CY Oriental Holdings Ltd., 2009 BCSC 1527 at para 25 [*Maple Trade*]

Royal Bank of Canada v. 1343173 B.C. Ltd., 2025 BCSC 2124 at para 50

Bank of Montreal v Gian's Business Centre Inc., 2016 BCSC 2348 at paras 23-24

Institutional Mortgage Capital Canada Inc. v. Mortise (Scott Road Residential) Holdings Ltd., 2025 BCSC 1500 at para 25 [*Mortise*]

64. The *Bennett* factors are not a checklist, but a collection of considerations to be viewed holistically in an assessment as to whether, in all of the circumstances, the appointment of a receiver is just or convenient.

Royal Bank of Canada v Canwest Aerospace Inc., 2023 BCSC 514 at para 9

65. This Court has also held that a secured creditor is entitled to elect the means in which to enforce its security as provided for under the applicable agreement, subject to the Court granting the relief sought.

Bank of Montreal v Haro-Thurlow Street Project Limited Partnership, 2024 BCSC 47 at para 95

Mortise at para 27

66. It is also well-established that the contractual right of a creditor to make an application for a receiver is a “strong factor” in support of appointing a receiver. Similarly, the “extraordinary nature” of the receivership remedy being sought is less essential to the inquiry, and irreparable harm need not be demonstrated, where the creditor has a contractual right to seek appointment of a receiver.

Ward Western Holdings Corp. v. Brosseuk, 2022 BCCA 32 at paras 65, 66

Maple Trade at para 26

67. Finally, recent Canadian authority has emphasized that: where a creditor has a contractual right to appoint a receiver upon a debtor’s default, has already agreed to forbear its enforcement remedies, and has received in exchange further confirmation of the debtors’ consent to the appointment of a receiver if forbearance did not lead to the satisfaction of the debt, commercial certainty dictates that parties should expect that courts will hold them to their bargains, absent subsequent agreement or other circumstances justifying the setting aside of that arrangement.

JBT Transport Inc.(Re), 2025 ONSC 1436 at para 53 [*JBT Transport*] citing *ATB Financial v Mayfield Investments Ltd*, 2024 ABKB 635 at para 40

BMO Has Met the Statutory Requirements Under the BIA

68. To begin, BMO has satisfied the procedural requirements for the appointment of a receiver under the BIA. In particular:

- (a) BMO is the Respondents’ senior secured lender;

- (b) the Respondents are insolvent, including since they have failed and are unable to repay the Credit Facilities, which are now due and owing in their entirety; and
- (c) BMO has satisfied the notice requirements under section 244 of the BIA, by having delivered the Demands and NITES to the Respondents on or about September 17, 2026, and by the Respondents having waived the 10-day notice period under the BIA thereafter.

It is Just and Convenient to Appoint a Receiver

69. Secondly, an application of the *Bennett* factors, as adopted in *Maple Trade*, to the facts and circumstances as summarized above indicates that it is just and convenient to appoint AlixPartners as Receiver over the Property.

BMO's Contractual Rights to Appoint a Receiver

70. First, the right of a secured creditor to apply for a receiver under a security agreement is a "strong factor in support" of the appointment of a receiver. Here, the Security Agreements provide BMO a contractual right to appoint a receiver.

Maple Trade at para 26

71. Likewise, as part of the Forbearance Agreement, the Respondents expressly acknowledged that BMO may commence proceedings to appoint AlixPartners as receiver and manager over their property to facilitate a value-maximizing transaction, which BMO now proposes to do. In these circumstances, commercial certainty dictates that the parties should expect that courts will hold them to their bargains, and that BMO is entitled to the appointment of the Receiver.

JBT Transport at para 53

The Preservation and Protection of the Property

72. The Borrower's liquidity issues and inability to pay its debts in full have rendered the *status quo* unsustainable. There is also no equity in the Property. Further, BMO has already afforded the Respondents three forbearance arrangements, which have all terminated, and/or defaulted and breached.
73. There are now no other practical remedies to protect BMO's position as first-secured lender other than a court-supervised receivership. Without a receivership, the value of the Business will be at continued and significant risk.

Balance of Convenience

74. Having regard to the consents provided by the Respondents, BMO's contractual rights to appoint a receiver, the repeated defaults by the Borrower, the various forbearance agreements already granted by BMO, the lack of equity in the Property and Business, among other things, the balance of convenience weighs strongly in favour of the appointment of a receiver.

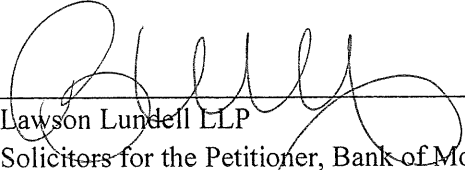
Likelihood of Maximizing Returns / Cost and Length of Time of the Receivership

75. Finally, as is described in the Agassiz Affidavit, and in the Pre-Filing Report of AlixPartners, the chief purpose of the receivership is to allow the Business to be sold through the Proposed Transaction, in connection with a reverse vesting order. The Proposed Transaction is expected to close imminently following the commencement of the receivership.
76. By giving effect to the Proposed Transaction, value and goodwill be preserved, and professional expenses will be mitigated, thereby promoting BMO's interests and the interests of other stakeholders.
77. Further, completing the Proposed Transaction via a receivership is the only reasonable way the Proposed Transaction may proceed. While the Proposed Transaction is the highest and best offer generated from the Going Concern Sales Process, it will not be sufficient to repay all of the Respondents' indebtedness to creditors. Hence, a receivership (and receivership sale) is necessary to allow value to be maximized.
78. In sum, it is just and convenient to appoint AlixPartners as receiver and manager over the Property.
79. Such further or other grounds as counsel may advise and this Honourable Court may permit.

Part 4: MATERIAL TO BE RELIED ON

80. The pleading and materials filed in this proceeding;
81. Affidavit #1 of Jesse Agassiz made on September 21, 2026;
82. The Pre-Filing Report of AlixPartners; and
83. Such other materials as counsel may advise and this Honourable Court may accept.

Dated at the City of Vancouver, in the Province of British Columbia, this 23rd day of September, 2026.



 Lawson Lundell LLP
 Solicitors for the Petitioner, Bank of Montreal

This Petition to the Court is filed by William L. Roberts, Jack R. Maslen and 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.

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs _____
of Part 1 of this Petition

☐ with the following variations and additional terms:

Date:

Signature of ☐ Judge ☐ Associate Judge

Schedule "A"

No. _____
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
(Updated: September 23, 2026)

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AlixPartners Restructuring, Inc. 220 Bay Street, 13th Floor Toronto, ON M5J 2W4 Bobby Kofman robert.kofman@alixpartners.com Ben Luder ben.luder@alixpartners.com Tony Trifunovic tony.trifunovic@alixpartners.com	<i>Proposed Receiver</i>	Email
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Blake, Cassels & Graydon LLP 1133 Melville St #3500 Vancouver, BC V6E 4E5 John-Paul Bogden jp.bogden@blakes.com	<i>Counsel for the Respondents</i>	Email

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Fulcrum Capital Partners Inc. 885 West Georgia Street, Suite 1020 Vancouver, BC V6C 3E8 Graham Flater graham.Flater@fulcrumcapital.ca	<i>Creditor</i>	Email
Foss National Leasing Ltd. 801 – 125 Commerce Valley Dr W Markham, ON L3T 7W4 Email: ppsaregistrations@fossnational.com	<i>Creditor</i>	Email
Farmington Leasing Limited 11 Farmington Crescent Agincourt, ON M1S 1E9	<i>Creditor</i>	Courier
Wells Fargo Equipment Finance Company 1100 – 1290 Central Parkway W Mississauga, ON LRC 4R3	<i>Creditor</i>	Courier
FCP Canstar HoldCo Inc., as Security Agent 885 West Georgia St, Ste 1020 Vancouver, BC V6C 3E8	<i>Creditor</i>	Courier
Meridian OneCap Credit Corp. 204 – 3185 Willingdon Green Burnaby, BC V5G 4P3	<i>Creditor</i>	Courier

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Enterprise Fleet Management Canada, Inc. 13160 88 Ave Surrey, BC V3W 3K3	<i>Creditor</i>	Courier
Boma Industries Ltd. 760 Rochester Avenue Coquitlam, BC V3K 2V8 Email: boma.industries@outlook.com	<i>Retained Facility Lessor</i>	Email
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: jay@canstarrestorations.com	<i>Retained Facility Lessor</i>	Email
Sierra Developments Ltd. 4446 Rehsler Pl Chilliwack, BC V2T 6Z5 Email: sierraelectric.ltd@gmail.com	<i>Retained Facility Lessor</i>	Email
Southbridge Business Park (II) Ltd. Suite 2000, 595 Burrard Street Vancouver, BC V6C 0E4 Email: trevor.smith@wesgroup.ca	<i>Retained Facility Lessor</i>	Email
CML Properties 272 Lansdowne St. Kamloops, BC V2C 1X7 Email: info@cmlproperties.ca	<i>Retained Facility Lessor</i>	Email
GSRD Commercial Investment Corp. 2545 Evergreen Dr Penticton, BC V2A 7Y2 Email: greg_nikkel@hotmail.com	<i>Retained Facility Lessor</i>	Email

RECIPIENT	RECIPIENT STATUS	METHOD OF SERVICE
Hyatt Auto Sales Ltd. 1311 - 9th Avenue SW, Suite 300 Calgary, AB T3C 0H9 Email: etrieu@hyattgroup.com	<i>Retained Facility Lessor</i>	Email
1167893 B.C. Ltd. / Element 29 Ventures Ltd. 10915 Ward Street, PO Box 1432 Summerland, BC V0H 1Z0 Attention: Attention: Byron Dolan Attention: Chad Ulansky Email: CULansky@metalexventures.ca	<i>Retained Facility Lessor</i>	Email
Rollyworks Ventures Inc. 201-4548 Lakelse Ave Terrace, BC V8G 1P8 Email: controller@rollyworks.com	<i>Retained Facility Lessor</i>	Email
Bandstra Ventures Ltd. Box 3726 Smithers, BC V0J 2N0 Email: mband@telus.net	<i>Retained Facility Lessor</i>	Email
KTG Holdings Ltd. #614 - 1488 Fourth Avenue Prince George, BC V2L 4Y2 Attention: Geredina Zwiers Email: gzwiers@telus.net	<i>Retained Facility Lessor</i>	Email
JCL Holdings Ltd. #101, 17839 - 106A Avenue Edmonton, AB T5S 1V8 Attention: Blaine Jackson Email: blainejackson@lydale.com	<i>Retained Facility Lessor</i>	Email

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Andre Holdings Ltd. 3318 Millar Avenue Saskatoon, SK S7K 7G9 Attention: Aaron Andre Email: andreholdingssk@gmail.com	<i>Retained Facility Lessor</i>	Email
Triple H Enterprises Inc. 300, 10240 - 124 Street Edmonton, Alberta T5N 3W6 Attention: Christel Mohr Email: commercial@groupthree.ca	<i>Retained Facility Lessor</i>	Email
Vista Holdings Ltd. 207, 5920 - 1A Street SW Calgary, AB T2H 0G3 Email: harminholdings@shaw.ca	<i>Retained Facility Lessor</i>	Email
Co-operators Financial Services Limited 130 Macdonell Street Guelph, ON N1H 6P8 Attention: Patty Gerard Email: patty_gerard@cooperators.ca	<i>Retained Contracts (Customers)</i>	Email
Sandbox Mutual Insurance Company 250 Willis Cres Saskatoon, SK S7T 0V2 Attention: Lowen Genoway Email: lGenoway@sandbox.ca	<i>Retained Contracts (Customers)</i>	Email
University of Alberta 348 Materials Management Building 8415 - 117 Street NW Edmonton, AB T6G 2R3 Attention: Joe Rollheiser Email: jrollhei@ualberta.ca	<i>Retained Contracts (Customers)</i>	Email
University of Regina 3737 Wascana Parkway Regina, SK S4S 0A2 Attention: Amber Gunnlaugson Email: amber.gunnlaugson@uregina.ca	<i>Retained Contracts (Customers)</i>	Email

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Alberta Motor Association Insurance Company 11220 - 109 St Edmonton, AB T5G 2T6 Attention: Jordan Andrew Email: jordan.andrew@ama.ab.ca	<i>Retained Contracts (Customers)</i>	Email
CAA Insurance Company 60 Commerce Valley Drive East Thornhill, ON L3T 7P9 Attention: Neil Prosty Email: npro@caasco.ca	<i>Retained Contracts (Customers)</i>	Email
Crawford Contractor Connection #200 - 2300 University Ave Waterloo, ON N2K 0A2 Email: CanadianPerformanceManagers@ContractorConnection.ca	<i>Retained Contracts (Customers)</i>	Email
Contractor 4112 Hendreson Rd Harrowsmith, ON K0H 1V0 Attention: Kim Shuen Email: kshuen@contractor.ca	<i>Retained Contracts (Customers)</i>	Email
Desjardins General Insurance Group 5-100 rue des Commandeurs Levis, QC G6V 7N5 Attention: Luc Gagné Email: luc.gagne@dgag.ca	<i>Retained Contracts (Customers)</i>	Email
Intact Financial Corporation 700 University Avenue Toronto, ON M5G 0A1 Attention: Jhin Kwon Email: jhin.kwon@intact.net	<i>Retained Contracts (Customers)</i>	Email

RECIPIENT	RECIPIENT STATUS	METHOD OF SERVICE
The Wawanesa Mutual Insurance Company 191 Broadway Avenue Winnipeg, MB R3C 3P1 Attention: Kayla Guynup Email: kguynup@wawanesa.com	<i>Retained Contracts (Customers)</i>	Email
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	<i>Retained Contracts (Customers)</i>	Email
BCNET Suite 750-555 Seymour Street Vancouver, BC V6B 3H6 Attention: Dennis Silva Email: dennis.silva@bc.net	<i>Retained Contracts (Customers)</i>	Email
Max Insurance 72 Victoria St. S, Unit 210 Kitchener, ON N2G 4Y9 Attention: Marguerite Palombella Email: mpalombella@maxinsurance.ca	<i>Retained Contracts (Customers)</i>	Email
Co-operators Financial Services Limited 130 Macdonell Street Guelph, ON N1H 6P8 Email: Contracts@cooperators.ca	<i>Retained Contracts (Customers)</i>	Email
BC Housing 1701-4555 Kingsway Avenue Burnaby BC V5H 2A7 Email: webhazmat@bchousing.org	<i>Retained Contracts (Customers)</i>	Email

RECIPIENT	RECIPIENT STATUS	METHOD OF SERVICE
City of Surrey 13450-104 Avenue Surrey BC V3T 1V8 Re: Jeff Schaafsma Attention: Laura Gray Email: Lgray@surrey.ca	<i>Retained Contracts (Customers)</i>	Email
Township of Langley 20338 - 65 Avenue Langley BC V2Y 3J1 Attention: Jane Houweling Email: jhouweling@tol.ca	<i>Retained Contracts (Customers)</i>	Email
Symbility 30 Adelaide East, Suite 500 Toronto ON M5C 3G8 Attention: James Swayze Email: jswayze@symbilitysolutions.com	<i>Retained Contracts (Customers)</i>	Email
Aviva Canada Inc. Attention: Zsuzsa Gal Email: zsuzsa.gal@aviva.com c/o Counsel – Stikeman Elliott LLP 666 Burrard Street, Suite 2700 Vancouver, BC V6C 2X8 Shona Sinclair ssinclair@stikeman.com	<i>Retained Contracts (Customers)</i>	Email
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Heseltine-Richardson Associates Inc. (Landlord – Kamloops Lease ABK) 215 - 179 Davie Street Vancouver BC V6Z 2Y1	<i>Interested Party</i>	Courier

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Canada Revenue Agency Surrey National Verification & Collections Centre 9755 King George Boulevard Surrey, BC V3T 5E1 Fax: 1-833-697-2389	<i>Canada Revenue Agency</i>	Courier and Fax
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: agc_pgc_vancouver@justice.gc.ca	<i>Potential Counsel to Canada Revenue Agency</i>	Email
Office of the Superintendent of Bankruptcy Canada Suite 478, 220 – 4 Avenue SE Calgary, AB T2G 4X3 Email: osbservice-bsfservice@ised-isde.gc.ca	<i>Office of the Superintendent of Bankruptcy Canada</i>	Email
His Majesty The King 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	<i>Interested Party</i>	Email
Alberta Justice Alberta Finance & Treasury Legal Team Legal Services Division 2 nd Floor, Peace Hills Trust 10011 – 109 Street Edmonton, AB T5J 3S8 Scott Chen scott.chen@gov.ab.ca Fidaa Joumaa fidaa.joumaa@gov.ab.ca Rachelle Sorgiovanni rachelle.sorgiovanni@gov.ab.ca	<i>Interested Party</i>	Email

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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	Canada Revenue Agency Surrey National Verification & Collections Centre 9755 King George Boulevard Surrey, BC V3T 5E1	

NO. _____
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.

PETITION TO THE COURT



Barristers & Solicitors
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925 West Georgia Street
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Phone: (604) 685-3456

Attention: William L. Roberts / Jack R. Maslen / Baylee Hunt