



This is the 2nd affidavit of
Jennifer Alambre in this case and was
made on July 15, 2026

No. S 265325
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

NATIONAL BANK OF CANADA

PETITIONER

AND

**LABTEST CERTIFICATION INC., LABTEST CERTIFICATION ONTARIO INC.,
2842878 ONTARIO INC., GOSHU PRODUCTS/SERVICES INC.,
KAVINDER SINGH DHILLON, AND MUANALYSIS INC.**

RESPONDENTS

AFFIDAVIT

I, **Jennifer Alambre**, of 3500 – 1133 Melville Street, Vancouver, British Columbia, SWEAR
THAT:

1. I am a legal assistant at Blake, Cassels & Graydon LLP ("**Blakes**"), counsel for the National Bank of Canada, the petitioner in this proceeding (the "**Bank**"), and as such I have personal knowledge of the matters deposed to in this Affidavit, except where I depose to a matter based on information from an informant I identify, in which case I believe that both the information from the informant and the resulting statement are true.

2. I swear this affidavit in support of a petition filed by the Bank in this action seeking, among other things, an order:

- (a) appointing a receiver over the assets and undertakings of the respondents, Labtest Certification Inc. ("**Labtest**"), Labtest Certification Ontario Inc. ("**Labtest Ontario**"), 2842878 Ontario Inc. ("**284 Ontario**"), and Goshu Products/Services Inc. ("**Goshu**", and together with Labtest, Labtest Ontario, and 284 Ontario, the "**Company**");
- (b) granting judgment in favour of the Bank against the Company, Kavinder Singh Dhillon ("**Kavinder**") and MuAnalysis Inc. ("**MuAnalysis**", and together with Mr. Dhillon, Labtest, Labtest Ontario, 284 Ontario, and Goshu, the "**Guarantors**"); and

- (c) making declarations concerning the validity, enforceability and relative priority of certain security granted by the Company and the Guarantors in favour of the Bank.

3. Attached as **Exhibits A to K** of my affidavit are true copies of the following documents:

Correspondence

- (a) **Exhibit "A"**: letters sent by the Bank to each of Labtest, Labtest Ontario, Goshu, and 284 Ontario, each dated September 24, 2025;
- (b) **Exhibit "B"**: an email chain between the Bank and Kavinder dated from February 4, 2026 to March 17, 2026;
- (c) **Exhibit "C"**: an email chain between Deloitte Restructuring Inc. ("**Deloitte**") and Kavinder dated from April 23, 2026 to May 1, 2026;
- (d) **Exhibit "D"**: an email chain between Deloitte, Kavinder, Grace Shin, and Pavan Tummala dated from May 6, 2026 to May 7, 2026;
- (e) **Exhibit "E"**: a letter from Blakes to Labtest dated May 19, 2026;
- (f) **Exhibit "F"**: an email from Kavinder to the Bank dated May 19, 2026;
- (g) **Exhibit "G"**: an email from Deloitte to Kavinder dated June 2, 2026;
- (h) **Exhibit "H"**: a letter from Blakes to Labtest dated June 2, 2026, together with its enclosures;
- (i) **Exhibit "I"**: a letter from Blakes to the Company and the Guarantors dated June 2, 2026, together with its enclosure;
- (j) **Exhibit "J"**: an email from Kavinder to the Bank dated June 3, 2026; and
- (k) **Exhibit "K"**: an email chain between Deloitte and Kavinder dated June 18, 2026.

SWORN BEFORE ME at Vancouver, British
Columbia on July 15, 2026



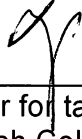
A Commissioner for taking Affidavits for
British Columbia



Jennifer Alambre

E. ROH
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-4254

This is Exhibit "A" referred to in Affidavit #2 of Jennifer Alambre made before me at Vancouver, British Columbia on July 15, 2026.



A Commissioner for taking Affidavits for
British Columbia



Notice of amalgamation and name change

Canadian Western Bank

On March 1, 2025 Canadian Western Bank and National Bank of Canada amalgamated and continued as one bank under the name National Bank of Canada. Any reference in the attached document(s) to "Canadian Western Bank" is hereby deemed to be amended to refer to "National Bank of Canada".



September 24, 2025

2842878 Ontario Inc.
205 - 8291 92 St
Delta, BC V4G 0A4

Attention: Kavinder Dhillon

Re: Credit Agreement (the “**Credit Agreement**”) dated July 24, 2024 and subsequent Amendments, issued by Canadian Western Bank (the “**Bank**”) to 2842878 Ontario Inc. (the “**Borrower**”)

Please be advised that the Borrower is in breach of the following sections of the Credit Agreement as set out herein (the “**Breach**”).

Reporting Requirements:

Review Engagement quality Financial Statements of Labtest Certification Inc. are to be provided within 120 days following fiscal year end; *Received 15 days late.*

Review Engagement quality Financial Statements of Labtest Certification Ontario Inc. are to be provided within 120 days following fiscal year end; *Received 20 days late.*

Compilation Engagement quality Financial Statements of MuAnalysis Inc. are to be provided within 120 days following fiscal year end; *Received 20 days late.*

Compilation Engagement quality Financial Statements of Goshu Products/Services Inc. are to be provided within 120 days following fiscal year end; *Received 15 days late.*

Compilation Engagement quality combined financial statements of Labtest Certification Inc., Labtest Certification Ontario Inc., Goshu Products/Services Inc. MuAnalysis Inc. within 120 days fiscal year end; *Received 15 days late.*

CRA Statements of Account confirming no tax arrears from Labtest Certification Inc., Labtest Certification Ontario Inc., MuAnalysis Inc., Goshu Products/Services Inc., and 2842878 Ontario Inc., within 120 days of fiscal year end. *Not received.*

Financial Covenants:

The Borrower is to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year, greater than or equal to 1.30x, on a combined basis with Labtest Certification Inc., Labtest Certification Ontario Inc., MuAnalysis Inc., Goshu Products/Services Inc. and 2842878 Ontario Inc. – *FYE 2024 ratio was 1.25:1.*

As at the fiscal year end 2024 annual review, the obligations referenced above were not in compliance. The covenants in the Credit Agreement must be complied with at all times.

Notwithstanding the forgoing, the Bank hereby agrees, subject to the terms of this letter, to temporarily waive the Breach. This temporary waiver is limited to the Breach and shall not be construed to mean a permanent waiver of the Breach or any other terms, covenants or obligations under the Credit Agreement. The Bank reserves the right to require strict compliance with all covenants under the Credit Agreement, including the covenants set forth herein, in the future.

Any past, present or future failure or delay by the Bank in exercising any right, power, or remedy under the Credit Agreement, or applicable law, or any acceptance of partial performance or partial payment: (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy, and (b) shall not be sufficient, by itself or together with any other action or inaction by the Bank, to establish a course of dealing or course of conduct by the Bank.

Please note that, under the terms of the Credit Agreement, as well as applicable law, the Bank has various rights and remedies with respect to any Breach. This letter constitutes a temporary waiver of the Breach only, and not of any other default that may exist at present. The Bank reserves all of its rights and remedies under the Credit Agreement and applicable law including, without limitation, the right to require strict compliance with each and every term and condition of the Credit Agreement.

Thank you for giving this matter your immediate attention. We would be pleased to discuss the aforementioned with you at your convenience. Please direct any queries or comments to the attention of the writer.

Yours truly,

CANADIAN WESTERN BANK


Amit Garg (Oct 2, 2025 11:06:20 PDT)

Amit Garg
AVP, Business Development



Matt Potheary
AVP & Manager, Commercial Portfolio
Management



Notice of amalgamation and name change

Canadian Western Bank

On March 1, 2025 Canadian Western Bank and National Bank of Canada amalgamated and continued as one bank under the name National Bank of Canada. Any reference in the attached document(s) to "Canadian Western Bank" is hereby deemed to be amended to refer to "National Bank of Canada".



September 24, 2025

Labtest Certification Ontario Inc.
2520 Bristol Circle
Oakville, Ontario L6H 5S1

Attention: Kavinder Dhillon

Re: Credit Agreement (the “**Credit Agreement**”) dated May 8, 2024 and subsequent Amendments, issued by Canadian Western Bank (the “**Bank**”) to Labtest Certification Ontario Inc. (the “**Borrower**”)

Please be advised that the Borrower is in breach of the following sections of the Credit Agreement as set out herein (the “**Breach**”).

Reporting Requirements:

Review Engagement quality Financial Statements of Labtest Certification Inc. are to be provided within 120 days following fiscal year end; *Received 15 days late.*

Review Engagement quality Financial Statements of Labtest Certification Ontario Inc. are to be provided within 120 days following fiscal year end; *Received 20 days late.*

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Compilation Engagement quality Financial Statements of Goshu Products/Services Inc. are to be provided within 120 days following fiscal year end; *Received 15 days late.*

Compilation Engagement quality combined financial statements of Labtest Certification Inc., Labtest Certification Ontario Inc., Goshu Products/Services Inc. MuAnalysis Inc. within 120 days fiscal year end; *Received 15 days late.*

Projections for Labtest Certification Inc., Labtest Certification Ontario Inc. and MuAnalysis Inc. for the upcoming fiscal year, including balance sheet and income statement, within 120 days following fiscal year end; *Income statement projections were received 20 days late, with non receipt of balance sheet projections.*

Accounts Receivable and Accounts Payable listing for Labtest Certification Ontario Inc., within 120 days following fiscal year end. *Received 20 days late.*

CRA Statements of Account confirming no tax arrears from Labtest Certification Inc., Labtest Certification Ontario Inc., MuAnalysis Inc., Goshu Products/Services Inc., and 2842878 Ontario Inc., within 120 days of fiscal year end. *Not received.*

Financial Covenants:

The Borrower is to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year, greater than or equal to 1.30x, on a combined basis with Labtest Certification Inc., Labtest Certification Ontario Inc., MuAnalysis Inc., Goshu Products/Services Inc. and 2842878 Ontario Inc. – *FYE 2024 ratio was 1.25:1.*

Other Conditions:

Full day-to-day operation account for the Borrowers are to be opened at Canadian Western Bank.

As at the fiscal year end 2024 annual review, the obligations referenced above were not in compliance. The covenants in the Credit Agreement must be complied with at all times.

Notwithstanding the forgoing, the Bank hereby agrees, subject to the terms of this letter, to temporarily waive the Breach. This temporary waiver is limited to the Breach and shall not be construed to mean a permanent waiver of the Breach or any other terms, covenants or obligations under the Credit Agreement. The Bank reserves the right to require strict compliance with all covenants under the Credit Agreement, including the covenants set forth herein, in the future.

Any past, present or future failure or delay by the Bank in exercising any right, power, or remedy under the Credit Agreement, or applicable law, or any acceptance of partial performance or partial payment: (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy, and (b) shall not be sufficient, by itself or together with any other action or inaction by the Bank, to establish a course of dealing or course of conduct by the Bank.

Please note that, under the terms of the Credit Agreement, as well as applicable law, the Bank has various rights and remedies with respect to any Breach. This letter constitutes a temporary waiver of the Breach only, and not of any other default that may exist at present. The Bank reserves all of its rights and remedies under the Credit Agreement and applicable law including, without limitation, the right to require strict compliance with each and every term and condition of the Credit Agreement.

Thank you for giving this matter your immediate attention. We would be pleased to discuss the aforementioned with you at your convenience. Please direct any queries or comments to the attention of the writer.

Yours truly,

CANADIAN WESTERN BANK


Amit Garg (Oct 2, 2025 11:06:20 PDT)

Amit Garg
AVP, Business Development



Matt Potheary
AVP & Manager, Commercial Portfolio
Management



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September 24, 2025

Labtest Certification Inc.
3133 20800 Westminster Hwy
Richmond, BC V6V 2W3

Attention: Kavinder Dhillon

Re: Credit Agreement (the “**Credit Agreement**”) dated May 8, 2024 and subsequent Amendments, issued by Canadian Western Bank (the “**Bank**”) to Labtest Certification Inc. (the “**Borrower**”)

Please be advised that the Borrower is in breach of the following sections of the Credit Agreement as set out herein (the “**Breach**”).

Reporting Requirements:

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Compilation Engagement quality combined financial statements of Labtest Certification Inc., Labtest Certification Ontario Inc., Goshu Products/Services Inc. MuAnalysis Inc. within 120 days fiscal year end; *Received 15 days late.*

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Financial Covenants:

The Borrower is to maintain the following ratio of EBITDA divided by all principal and interest payments paid or accrued on all debt during the last fiscal year, greater than or equal to 1.30x, on a combined basis with Labtest Certification Inc., Labtest Certification Ontario Inc., MuAnalysis Inc., Goshu Products/Services Inc. and 2842878 Ontario Inc. – *FYE 2024 ratio was 1.25:1.*

Other Conditions:

Full day-to-day operation account for the Borrowers are to be opened at Canadian Western Bank.

As at the fiscal year end 2024 annual review, the obligations referenced above were not in compliance. The covenants in the Credit Agreement must be complied with at all times.

Notwithstanding the forgoing, the Bank hereby agrees, subject to the terms of this letter, to temporarily waive the Breach. This temporary waiver is limited to the Breach and shall not be construed to mean a permanent waiver of the Breach or any other terms, covenants or obligations under the Credit Agreement. The Bank reserves the right to require strict compliance with all covenants under the Credit Agreement, including the covenants set forth herein, in the future.

Any past, present or future failure or delay by the Bank in exercising any right, power, or remedy under the Credit Agreement, or applicable law, or any acceptance of partial performance or partial payment: (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy, and (b) shall not be sufficient, by itself or together with any other action or inaction by the Bank, to establish a course of dealing or course of conduct by the Bank.

Please note that, under the terms of the Credit Agreement, as well as applicable law, the Bank has various rights and remedies with respect to any Breach. This letter constitutes a temporary waiver of the Breach only, and not of any other default that may exist at present. The Bank reserves all of its rights and remedies under the Credit Agreement and applicable law including, without limitation, the right to require strict compliance with each and every term and condition of the Credit Agreement.

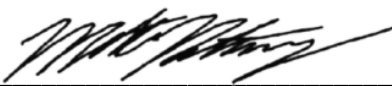
Thank you for giving this matter your immediate attention. We would be pleased to discuss the aforementioned with you at your convenience. Please direct any queries or comments to the attention of the writer.

Yours truly,

CANADIAN WESTERN BANK


Amit Garg (Oct 2, 2025 11:06:20 PDT)

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September 24, 2025

Goshu Products/Services Inc.
205-8291 92 St
Delta, BC V4G 0A4

Attention: Kavinder Dhillon

Re: Credit Agreement (the “**Credit Agreement**”) dated May 8, 2024 and subsequent Amendments, issued by Canadian Western Bank (the “**Bank**”) to Goshu Products/Services Inc. (the “**Borrower**”)

Please be advised that the Borrower is in breach of the following sections of the Credit Agreement as set out herein (the “**Breach**”).

Reporting Requirements:

Review Engagement quality Financial Statements of Labtest Certification Inc. are to be provided within 120 days following fiscal year end; *Received 15 days late.*

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Financial Covenants:

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Other Conditions:

Full day-to-day operation account for the Borrowers are to be opened at Canadian Western Bank.

As at the fiscal year end 2024 annual review, the obligations referenced above were not in compliance. The covenants in the Credit Agreement must be complied with at all times.

Notwithstanding the forgoing, the Bank hereby agrees, subject to the terms of this letter, to temporarily waive the Breach. This temporary waiver is limited to the Breach and shall not be construed to mean a permanent waiver of the Breach or any other terms, covenants or obligations under the Credit Agreement. The Bank reserves the right to require strict compliance with all covenants under the Credit Agreement, including the covenants set forth herein, in the future.

Any past, present or future failure or delay by the Bank in exercising any right, power, or remedy under the Credit Agreement, or applicable law, or any acceptance of partial performance or partial payment: (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy, and (b) shall not be sufficient, by itself or together with any other action or inaction by the Bank, to establish a course of dealing or course of conduct by the Bank.

Please note that, under the terms of the Credit Agreement, as well as applicable law, the Bank has various rights and remedies with respect to any Breach. This letter constitutes a temporary waiver of the Breach only, and not of any other default that may exist at present. The Bank reserves all of its rights and remedies under the Credit Agreement and applicable law including, without limitation, the right to require strict compliance with each and every term and condition of the Credit Agreement.

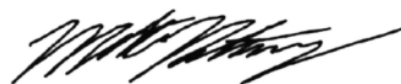
Thank you for giving this matter your immediate attention. We would be pleased to discuss the aforementioned with you at your convenience. Please direct any queries or comments to the attention of the writer.

Yours truly,

CANADIAN WESTERN BANK


Amit Garg (Oct 2, 2025 11:06:20 PDT)

Amit Garg
AVP, Business Development



Matt Potheary
AVP & Manager, Commercial Portfolio
Management

EE Labtest Breach Letters

Final Audit Report

2025-10-02

Created:	2025-10-02
By:	Cheryl Chiang (Cheryl.Chiang@cwbank.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIO2PqH0Vv5tNMFvVFfo1NpnMBd4lc630

"EE Labtest Breach Letters" History

-  Document created by Cheryl Chiang (Cheryl.Chiang@cwbank.com)
2025-10-02 - 5:48:56 PM GMT- IP address: 72.142.54.174
-  Document emailed to Amit Garg (amit.garg@cwbank.com) for signature
2025-10-02 - 5:50:01 PM GMT
-  Email viewed by Amit Garg (amit.garg@cwbank.com)
2025-10-02 - 6:05:57 PM GMT- IP address: 104.47.75.190
-  Document e-signed by Amit Garg (amit.garg@cwbank.com)
Signature Date: 2025-10-02 - 6:06:20 PM GMT - Time Source: server- IP address: 208.38.20.91
-  Agreement completed.
2025-10-02 - 6:06:20 PM GMT

This is Exhibit "**B**" referred to in Affidavit #2 of Jennifer Alambre made before me at Vancouver, British Columbia on July 15, 2026.



A Commissioner for taking Affidavits for
British Columbia

From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: Tuesday, March 17, 2026 1:31 PM
To: Kavinder Dhillon
Cc: Rong, Sherry
Subject: Re: NBC / Labtest et al

Hello Kavinder,

As discussed on our phone call, there are still outstanding issues per our original request. Our experience with the Companies for about the past month has shown there is limited ability to address our existing and any on-going concerns on a timely fashion and it has resulted in the Bank to have limited patience and confidence. There are material arrears based on the information provided to date, including loan delinquencies, of approximately \$610,000. In addition, we do not currently know what arrears may exist with provincial regulators or other creditors.

At this juncture, for the relationship with NBC to continue, the Bank requires the engagement of financial advisors to monitor all the borrowing entities. We would look to engage either Crowe & MacKay, or Deloitte as Financial Advisors. The Financial Advisors will monitor the global cash flow, report their observations, and concerns to the Bank on a weekly basis. Since the Advisors will need to work directly with you and the finance team, your formal written consent is required. Should you elect not to provide such consent, the Bank will require immediate repayment of all outstanding loans and may seek enhanced actions. As you have requested, you would like the opportunity to discuss with your accountants first on Friday. Please provide your response no later than 11:00am PST on Monday, March 23.

Thank you,



Ray Pai
Senior Director, Special Loans
Tel.: 403-973-7203

National Bank of Canada

From: Kavinder Dhillon <kdhillon@labtestcert.com>
Sent: Monday, March 16, 2026 5:56 PM
To: Pai, Raymond <raymond.pai@nbc.ca>
Cc: Rong, Sherry <sherry.rong@nbc.ca>
Subject: RE: NBC / Labtest et al

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Ray,

Please find attached the requested information.

My travel to China is essential as it is business related, to generate revenue to help us pay out the outstanding moneys owing.

Following is a table of the outstandings:

Borrower	owing	Plan
LabTest BC - Tax	\$ 13.39	This was paid today, through online bank payment
LabTest Ontario – Corp Tax	\$ 14,254.23	This will be pay by April 10 th , 2026
LabTest Ontario - Payroll	\$ 184,066.16	Total outstanding \$ 337,369. Our plan is to make payments of \$ 20k per month. When possible to add additional payments.
LabTest BC – GST/HST	\$ 94,230.92	
2842878 Ontario - GST	\$ 59,071.44	
Oakville Property Tax	\$ 106,753.04	Paying installments as per plan. Paying \$ 16,483 per month
Richmond Property Tax	\$ 1,583.29	Will be paid by end of the month
NBC Loan	\$ 150,000	Pay \$ 25,000 every month for the next 6 months. Therefore, instead of \$50k ever month, our payment will be \$75k

To my knowledge these are the only major outstanding items (risks).

I have attached an initial offer by Nmi Group. They are visiting me last week of March.

With or without the purchase, LabTest will be able repay all outstanding amounts as we have made major changes with the company to improve our top and bottom line revenues.

I am still pursuing the sale of the Oakville property, they process is taking much longer that thought. The market in Oakville is selling price at \$ 500/SF

I believe this is all you requested, if I missed anything let me know. I will call you in the morning to confirm.

Thank you for your support.

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

T: 604-247-0444 Ext. 101 | M: 604-805-2016 | 1-855-346-0444

Head Office: 205 – 8291 92 Street, Delta, BC, V4G 0A4, Canada

Toronto: 2520 Bristol Circle, Oakville, ON, L6H 5S1, Canada

Las Vegas: 5977 McLeod Drive, Las Vegas, NV, 89120, USA

Richmond: 3128 – 20800 Westminster Hwy., Richmond, BC, V6V 2W3, Canada

www.labtestcert.com | kdhillon@labtestcert.com



VANCOUVER | RICHMOND | TORONTO | LAS VEGAS

Please consider the environment before printing this e-mail.

We care about our customers' privacy. This e-mail, including any attachment(s) of data and/or drawings, is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, subject to copyright, or otherwise exempt from disclosure. The sender does not waive any related rights and obligations and will not be held liable for any damage caused by the message. Any unauthorized use, distribution, copying, review, or disclosure is strictly prohibited. If you have received this message by mistake, please inform us by email and then delete the message.

From: Pai, Raymond <raymond.pai@nbc.ca>

Sent: March 16, 2026 2:18 PM

To: Kavinder Dhillon <kdhillon@labtestcert.com>

Cc: Rong, Sherry <sherry.rong@nbc.ca>

Subject: Re: NBC / Labtest et al

CAUTION : External Email

Hello Kavinder,

As per our call, you have until 4:30pm PST today to provide all the outstanding information. Please refer to the email chain below to identify what is still missing. Please ensure the information you provide is complete and as we've requested.

As discussed, this is our final courtesy. Your travel arrangements are not an acceptable reason for why the requested information are still outstanding. We have provided countless follow-ups and opportunities for you to address the Bank's concerns since our initial request email on February 4. Please guide yourself accordingly.

Thank you,



Ray Pai

Senior Director, Special Loans

Tel.: 403-973-7203

National Bank of Canada

From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: Monday, March 9, 2026 4:40 PM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Rong, Sherry <sherry.rong@nbc.ca>
Subject: Re: NBC / Labtest et al

Hello Kavinder,

Please provide all supporting documents relating to the Sale and the outstanding items by 12:00pm MST, Wednesday, March 11, 2026.

Thank you,



Ray Pai
 Senior Director, Special Loans
 Tel.: 403-973-7203

National Bank of Canada

From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: Monday, March 9, 2026 11:09 AM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Rong, Sherry <sherry.rong@nbc.ca>
Subject: Re: NBC / Labtest et al

Hi Kavinder,

While we acknowledge the update regarding the potential sale of the business, we continue to require the outstanding information, as well as the curing of all loan delinquencies and other arrears. Please confirm that you are proposing to repay the Bank's outstanding loans and the priority payables through the sale of certain entities, and specify which entities this pertains to. It has now been one month since our initial request, and the required information remains outstanding. The ongoing delay is concerning and is testing the Bank's patience.

Thank you,



Ray Pai
 Senior Director, Special Loans

Tel.: 403-973-7203

National Bank of Canada

From: Kavinder Dhillon <kdhillon@labtestcert.com>**Sent:** Friday, March 6, 2026 11:09 AM**To:** Pai, Raymond <raymond.pai@nbc.ca>**Cc:** Rong, Sherry <sherry.rong@nbc.ca>**Subject:** RE: NBC / Labtest et al

 PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hello Raymond,

Please find attached the requested information.

Following are some key points:

- For the past month I have been conducting a review our accounting records, which includes:
 1. Monthly invoicing
 2. Costs (more specifically our salary verses revenue, ideally this should be around 53%)
 3. Unpaid invoices, bills and other AP related items (more specially AP related to Taxes and government dues)
 4. Accounts Receivable

1. Our monthly invoicing and sales has improved from 2025. Following are our monthly invoicing and sales:

	January	February	Net Income
LabTest BC – Invoicing	\$ 452,828.52	\$ 334,216	\$ 139,788

LabTest ON - Invoicing	\$ 121,789	\$ 136,493	\$ 150,219
Total Sales	\$ 725,279	\$ 696,825	

2. Following are our major fixed costs:

1. Salary: \$ 260,000 / month

i. This is within ratio. I had to let go of a few people to reduce my cost. Within the past 2 months reduces \$300k annual salary cost. Removed middle-management

1. Rent/Mortgage: \$ 110,000 / month

i. Staying current, for the pas 3 months missed. This was a surprise, plan to cover the \$150k with 6 months by paying an extra \$ 25k per month, \$ 75k per month for BC mortgage.

1. CRA – Back pay: CRA is conducting a payroll review, upon completion of this review I will be setting up a payment plan. I believe we own around \$ 200k, I will be trying to set up a plan to pay current plus \$ 20k for back pay

With the added payback to catch up with all outstanding, which I am expecting to take 6 months. Our monthly costing with the major fixed costs will be: (\$ 415,000, this is for both LabTest BC and ON major costs)

- \$ 260, 000 Salary
- \$ 135,000 Rent/Mortgage
- \$ 20,000 CRA backpay

Our target for monthly invoicing is \$ 550,000, this will allow us to catch up with all outstanding.

As noted, selling the Oakville building is not a preferred option. I do not believe I will need to sell any of the properties.

In confidence, I am sharing with you that I have been provided with an offer to sell LabTest, this will allow me to pay off NBC and have a steady income from the rent coming from the buildings, plus the extra cash. I am in Germany, flying back home tomorrow and will be able to share more/detailed information on Monday. This has been in the works for the past 8 months. They have provided me with their initial non-binding offer which I rejected. Their initial offer provided was well over the amount owing to NBC. In our meetings yesterday, we have come up with plan that meets everyone expectation. I met with the CEO and CFO who flew from the Netherlands to meet me in Munich. This is expected to be finalized the 1st week of April. **Please this is in confidence not to be shared with others. I am sharing this will you, as you are managing my account.**

Therefore, my initial plan is catch up with all outstanding within 6 months and still sell the business. The selling price is well over the amount owed to NBC.

Regards,

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

T: 604-247-0444 Ext. 101 | M: 604-805-2016 | 1-855-346-0444

Head Office: 205 – 8291 92 Street, Delta, BC, V4G 0A4, Canada

Toronto: 2520 Bristol Circle, Oakville, ON, L6H 5S1, Canada

Las Vegas: 5977 McLeod Drive, Las Vegas, NV, 89120, USA

Richmond: 3128 – 20800 Westminster Hwy., Richmond, BC, V6V 2W3, Canada

www.labtestcert.com | kdhillon@labtestcert.com



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From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: March 2, 2026 11:41 AM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Rong, Sherry <sherry.rong@nbc.ca>
Subject: Re: NBC / Labtest et al

CAUTION : External Email

Hi Kavinder,

Received. We will expect to receive your plans by Friday, March 6.

When can we expect to receive the remainder of the requested information? It has been 1 month since our original request.

Thank you,



Ray Pai
Senior Director, Special Loans

Tel.: 403-973-7203

National Bank of Canada

From: Kavinder Dhillon <kdhillon@labtestcert.com>
Sent: Monday, March 2, 2026 12:36 PM

To: Pai, Raymond <raymond.pai@nbc.ca>

Cc: Rong, Sherry <sherry.rong@nbc.ca>

Subject: RE: NBC / Labtest et al

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hello Ray,

I have received the 2025 Annual filing for 2842878 Ontario Inc, attached.

Will forward others as they come in.

Thanks,

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

T: 604-247-0444 Ext. 101 | M: 604-805-2016 | 1-855-346-0444

Head Office: 205 – 8291 92 Street, Delta, BC, V4G 0A4, Canada

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Richmond: 3128 – 20800 Westminster Hwy., Richmond, BC, V6V 2W3, Canada

www.labtestcert.com | kdhillon@labtestcert.com



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From: Kavinder Dhillon
Sent: March 1, 2026 8:49 PM
To: 'Pai, Raymond' <raymond.pai@nbc.ca>
Cc: Rong, Sherry <sherry.rong@nbc.ca>
Subject: RE: NBC / Labtest et al

Hi Raymond,

Please find attached the Annual Filing for MUanalysis. I am working on getting you the annual filings for the other companies registered in Ontario.

I have submitted the information for the 2025 annual filings for the all companies in Ontario, this was handled by my VP of Finance in the past. This was missed.

I will have a detailed plan as how to catch up with the payments for the past mortgage and also to get updated with CRA, hoping to have this for you by end of this Friday. The delay in getting this information was a result of me digging into the complete company financials and reviewing all records. As I have a much better handle of the all the invoicing, AR and AP, I will be able to share and review the plan with you.

In all honesty, I was surprised by a few items, but they are in control, as we move forward.

I do apologize for the delay, as I am getting the official documents from all.

Regards,

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

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From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: February 27, 2026 11:28 AM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Rong, Sherry <sherry.rong@nbc.ca>
Subject: Re: NBC / Labtest et al

CAUTION : External Email

Hello Kavinder,

We have not heard from you on the remainder of the requested information, and the loan delinquencies were not cured. This is our final request.

The Bank reserves all rights and remedies pursuant to the commitment letters, the security and guarantees, or any other documents.

Thank you,



Ray Pai
Senior Director, Special Loans

Tel.: 403-973-7203

National Bank of Canada

From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: Tuesday, February 24, 2026 9:22 AM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Rong, Sherry <sherry.rong@nbc.ca>; Jayantha Senarathna <jayantha.senarathna@labtestcert.com>
Subject: Re: NBC / Labtest et al

Hi Kavinder,

The loan delinquencies on the mortgage held by Goshu Products/Services Inc. are critical and needs to be resolved by 12pm MST, February 27, 2026. The loan is 3 months overdue, with an outstanding balance of \$151,012.32.

Thank you,



Ray Pai
Senior Director, Special Loans

Tel.: 403-973-7203

National Bank of Canada

From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: Tuesday, February 24, 2026 9:04 AM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Rong, Sherry <sherry.rong@nbc.ca>; Jayantha Senarathna <jayantha.senarathna@labtestcert.com>
Subject: Re: NBC / Labtest et al

Hi Kavinder,

Please advise when we will receive the remainder of the requested information.

The Bank found additional concerns which will need to be addressed by March 15, 2026.

- Corporate Searches:
 - BC
 - LABTEST CERTIFICATION INC.
 - Not in good standing. Missing Annual Report for 2025. Last Annual Report was filed on July 11, 2024.
 - GOSHU PRODUCTS/SERVICES INC.
 - Not in good standing. Missing Annual Report for 2025. Last Annual Report was filed on May 28, 2024.
 - ON
 - LABTEST CERTIFICATION ONTARIO INC.
 - Not in good standing. No Annual Reports have been filed.
 - 2842878 ONTARIO INC.
 - Not in good standing. Missing Annual Report for 2025. Last Annual Report was filed on July 31, 2024.
 - MUANALYSIS INC.
 - Not in good standing. No Annual Reports have been filed.
- Personal Property Registry Search (PPR Search):
 - ON
 - MUANALYSIS INC.
 - There is a registration from RBC dated July 7, 2016 . It needs to be discharged.

Thank you,



Ray Pai
Senior Director, Special Loans

Tel.: 403-973-7203

National Bank of Canada

From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: Wednesday, February 18, 2026 3:19 PM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Rong, Sherry <sherry.rong@nbc.ca>; Jayantha Senarathna <jayantha.senarathna@labtestcert.com>
Subject: Re: NBC / Labtest et al

Hi Kavinder,

Can you provide the remainder of the information by Friday, February 20th?

Even if there are no outstanding balances, please provide the supporting documents for verification on the:

- Provincial taxes for all the companies
- WCB / WorkSafeBC / WSIB / etc for all the companies

Please adjust the access permissions in the OneDrive link to allow us to download copies of the documents because the current settings only permit view-only access.

Thank you,



Ray Pai
Senior Director, Special Loans

Tel.: 403-973-7203

National Bank of Canada

From: Kavinder Dhillon <kdhillon@labtestcert.com>
Sent: Wednesday, February 18, 2026 12:19 PM
To: Pai, Raymond <raymond.pai@nbc.ca>
Cc: Rong, Sherry <sherry.rong@nbc.ca>; Jayantha Senarathna <jayantha.senarathna@labtestcert.com>
Subject: RE: NBC / Labtest et al

 PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Ray,

Please find below the most of the information, as I am working with our internal staff to gather the remaining information:

1. The owners of BackYard have returned from vacation and we are scheduling a call this week to discuss the options. From my side is to find out if they are serious and what dollar value are they willing to spend? I was provide update after call.
2. Property Taxes:
 1. 20800 Westminster High, Richmond, BC
 - i. As this was a surprise that it was not paid, I have contacted the city and confirm the payment in 2 installments. See email attached.
 - ii. Outstanding amount is \$ 5152.49, this will paid as schedule.
 1. Delta Property, outstanding is:

- i. Unit 204: \$ 4,842.25
- ii. Unit 205: \$ 4,931.69
- iii. Unit 206: \$ 4,966.86

1. Oakville property:

- i. I have requested information from the City of Oakville of the outstanding amount.

- 3. GST outstanding. See attached print screens from CRA website with summary of all the companies.
- 4. There is zero outstanding for the following, as all is up-to-date:
 - 1. Provincial taxes
 - 2. WCB: BC
 - 3. WCIB: Ontario
- 5. Following is a link for bank statements as requested:
 - 1. ☐ [NBC information requested Feb 2026](#)

I am gathering the remaining information and hoping to have it to you by end of today.

Regards,

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

T: 604-247-0444 Ext. 101 | M: 604-805-2016 | 1-855-346-0444

Head Office: 205 – 8291 92 Street, Delta, BC, V4G 0A4, Canada

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From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: February 17, 2026 7:30 AM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Rong, Sherry <sherry.rong@nbc.ca>
Subject: Re: NBC / Labtest et al

CAUTION : External Email

Hi Kavinder,

We have not heard from you. Please respond and provide the requested information.

Thank you,



Ray Pai
 Senior Director, Special Loans

Tel.: 403-973-7203

National Bank of Canada

From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: Wednesday, February 4, 2026 9:26 AM
To: kdhillon@labtestcert.com <kdhillon@labtestcert.com>
Cc: Rong, Sherry <sherry.rong@nbc.ca>
Subject: NBC / Labtest et al

Hi Kavinder,

Thank you for meeting with us yesterday. My contact information is below if you need to reach out.

The most urgent issue is an overdraft of -\$2,171.29 under Labtest Certification Inc. Please cover it by 10am MST, today, February 4, 2026.

As discussed, we are requesting a list of documents / responses to be provided:

- On or before February 10, please update us on the conversations with Backyard Retreat on the sale of 2528 and any next steps to be taken.
- PDF / Document showing the current balances of:
 - Property taxes:
 - 20800 Westminster Highway, Richmond, BC
 - 204, 205, 206 - 8291 92 St, Delta, BC
 - 2520 / 2528 Bristol Circle, Oakville, ON
 - GST/HST for all the companies
 - Payroll Source Deductions for all the companies
 - Provincial taxes for all the companies
 - WCB / WorkSafeBC / WSIB / etc for all the companies
- Year to date financial statements as at December 31, 2025 (aka. In-house year-end statements) of the all the companies and including the items below. We recall you saying it should be ready by the end of this week. Please forward the completed statements to us on or before February 11, 2026.
 - AR Listing as at December 31, 2025
 - AP Listing as at December 31, 2025
- RBC Bank statements as at December 31, 2025
- Fiscal 2026 forecast with 3 Scenarios: worst, base, and best case. We will expect to see this on or before February 20, 2026 as per our discussion yesterday.
- Please ask your accountant (TGL Group) to prepare the combined fiscal year-end (FYE) financial statements dated December 31, 2025, for the following entities: Labtest Certification Inc., Labtest Certification Ontario Inc., MuAnalysis Inc., Goshu Products/Services Inc., and 2842878 Ontario Inc. Additionally, request that the accountant includes supplementary notes to the combined FYE financial statements. Furthermore, please ask the accountant to incorporate the fiscal year-end 2024 data so that we can compare between 2025 and 2024.

- Lease agreements
 - 20800 Westminster Highway, Richmond, BC
 - Between Goshu and the operating company
 - 204, 205, 206 - 8291 92 St, Delta, BC
 - Between Goshu and the operating company
 - 2520 / 2528 Bristol Circle, Oakville, ON
 - Between Goshu and the operating company
 - We already have the lease with Backyard Retreat Home & Leisure Inc.
 - Lease agreement between Labtest to Magalab Group Inc.
 - Please provide an update on the SRED claim including details of the claim, amount, and estimated timeline for receiving the grant.

Thank you,



Ray Pai
Senior Director, Special Loans

Tel.: 403-973-7203

National Bank of Canada

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This is Exhibit "**C**" referred to in Affidavit #2 of Jennifer Alambre made before me at Vancouver, British Columbia on July 15, 2026.

A handwritten signature in black ink, appearing to be a stylized 'K' or 'A' with a vertical line extending downwards.

A Commissioner for taking Affidavits for
British Columbia

From: Butt, Kaleb <kbutt@deloitte.ca>
Sent: Friday, May 1, 2026 5:27 PM
To: 'Kavinder Dhillon'
Cc: Keeble, Jeff
Subject: RE: [EXT] RE: RE:Introduction; Deloitte as Financial Advisors to NBC
Attachments: _Labtest - Information Request List.xlsx

Hi Kavinder,

Thanks for this. I have updated the attached request list to reflect the support provided and have marked "returned" for the items where we need some additional details beyond what was sent – see the "Comments" column for details.

Thanks and have a good weekend,

Kaleb Butt, CPA
 Manager | Strategy, Risk, and Transactions Group
 Deloitte LLP
 D: (604) 595-5422 | M: (672) 963-9556
kbutt@deloitte.ca | www.deloitte.ca

From: Kavinder Dhillon
Sent: Thursday, April 30, 2026 22:22
To: Butt, Kaleb
Cc: Keeble, Jeff
Subject: [EXT] RE: RE:Introduction; Deloitte as Financial Advisors to NBC

Hello Kaleb,

Please find link for folder I have created to share the requested documents.

 [NBC-Deloitte](#)

I will be adding more information as I get from accounting.

Regards,

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

T: 604-247-0444 Ext. 101 | M: 604-805-2016 | 1-855-346-0444
 Head Office: 205 – 8291 92 Street, Delta, BC, V4G 0A4, Canada
 Toronto: 2520 Bristol Circle, Oakville, ON, L6H 5S1, Canada
 Las Vegas: 5977 McLeod Drive, Las Vegas, NV, 89120, USA
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From: Butt, Kaleb <kbutt@deloitte.ca>
Sent: April 23, 2026 10:19 AM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Keeble, Jeff <jkeeble@deloitte.ca>
Subject: RE:Introduction; Deloitte as Financial Advisors to NBC

CAUTION : External Email

Hi Kavinder,

Thanks again for meeting with us yesterday. Attached is an updated request list based on our discussion. Feel free to send us a link directly from your own OneDrive if easiest. Appreciate you're heading back out to the US next week, so if there is someone else on your bookkeeping team you'd prefer we liaise with for these items, let us know.

Additionally, could you please let me know who I should reach out to in order to set up Salesforce access?

Thanks, and let us know if you have any questions.

Regards,

Kaleb Butt, CPA
Manager | Strategy, Risk, and Transactions Group
Deloitte LLP
D: (604) 595-5422 | M: (672) 963-9556
kbutt@deloitte.ca | www.deloitte.ca

This is Exhibit "**D**" referred to in Affidavit #2 of Jennifer Alambre made before me at Vancouver, British Columbia on July 15, 2026.

A handwritten signature in black ink, appearing to be 'J. S.', is written over a horizontal line.

A Commissioner for taking Affidavits for
British Columbia

From: Butt, Kaleb <kbutt@deloitte.ca>
Sent: Thursday, May 7, 2026 3:36 PM
To: 'Grace Shin'; 'Pavan Tummala'
Cc: 'Kavinder Dhillon'; Keeble, Jeff
Subject: RE: [EXT] Re: RE:Accounting Information
Attachments: _Labtest - Information Request List.xlsx

Hi both,

Thanks again for the call this afternoon. Attached is the updated request list.

Let us know if you have any questions.

Regards,

Kaleb Butt, CPA
Manager | Strategy, Risk, and Transactions Group
Deloitte LLP
D: (604) 595-5422 | M: (672) 963-9556
kbutt@deloitte.ca | www.deloitte.ca

From: Grace Shin
Sent: Wednesday, May 6, 2026 16:21
To: Butt, Kaleb ; Pavan Tummala
Cc: Kavinder Dhillon ; Keeble, Jeff
Subject: [EXT] Re: RE:Accounting Information

You don't often get email from grace.shin@labtestcert.com. [Learn why this is important](#)

Hi Kaleb,

Thank you for getting back to us this quick.

I have reviewed briefly the list of the documents required. Can we have a call tomorrow after 2:00PM for me/Pavan so that we can make sure what the documents we need to provide to you in detail?

If that is not working, I will be available on Friday as well after 12:00PM.

Thanks,

Grace Shin, Senior Team Lead - Accounting & Certification, *LabTest Certification*

T: 604-247-0444 Ext. 107 | 1-855-346-0444

Head Office: 205 – 8291 92 Street, Delta BC, V4G 0A4, Canada

www.labtestcert.com | grace.shin@labtestcert.com



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From: Butt, Kaleb <kbutt@deloitte.ca>
Sent: Wednesday, May 6, 2026 4:09 PM
To: Grace Shin <Grace.Shin@labtestcert.com>; Pavan Tummala <pavan.tummala@labtestcert.com>
Cc: Kavinder Dhillon <kdhillon@labtestcert.com>; Keeble, Jeff <jkeeble@deloitte.ca>
Subject: RE:Accounting Information

CAUTION : External Email

Hi Grace and Pavan,

Great to e-meet you. Further to Kavinder's email, attached is an information request list that we're hoping you can assist us with – Kavinder has already provided a few documents marked as "received." I've had a ShareFile access link sent to both of you to upload documents to the cloud, but if email is easier, that works too.

It may be best to set up a call to briefly connect on the list once you've had a chance to review. I have good availability tomorrow afternoon. Let me know some times that work for you both and I can send a meeting invite.

Kind regards,

Kaleb Butt, CPA
 Manager | Strategy, Risk, and Transactions Group
 Deloitte LLP
 D: (604) 595-5422 | M: (672) 963-9556
kbutt@deloitte.ca | www.deloitte.ca

From: Grace Shin <Grace.Shin@labtestcert.com>
Sent: Wednesday, May 6, 2026 15:58
To: Kavinder Dhillon <kdhillon@labtestcert.com>; Pavan Tummala <pavan.tummala@labtestcert.com>; Butt, Kaleb <kbutt@deloitte.ca>; Keeble, Jeff <jkeeble@deloitte.ca>
Subject: [EXT] Re: Accounting Information

Some people who received this message don't often get email from grace.shin@labtestcert.com. [Learn why this is important](#)

Hi Kavinder,

Thank you for including in the communication.

We will wait for Kaleb/Jeff.

Thanks,

Grace Shin, Senior Team Lead - Accounting & Certification, *LabTest Certification*

T: 604-247-0444 Ext. 107 | 1-855-346-0444

Head Office: 205 – 8291 92 Street, Delta BC, V4G 0A4, Canada

www.labtestcert.com | grace.shin@labtestcert.com



VANCOUVER | RICHMOND | TORONTO | LAS VEGAS



From: Kavinder Dhillon <kdhillon@labtestcert.com>

Sent: Wednesday, May 6, 2026 3:39 PM

To: Pavan Tummala <pavan.tummala@labtestcert.com>; Butt, Kaleb <kbutt@deloitte.ca>; Keeble, Jeff <jkeeble@deloitte.ca>; Grace Shin <Grace.Shin@labtestcert.com>

Subject: Accounting Information

Pavan/Grace,

You will be conducted by Kaleb and/or Jeff of Deloitte, please share the requested information.

Thank you,

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

T: 604-247-0444 Ext. 101 | M: 604-805-2016 | 1-855-346-0444

Head Office: 205 – 8291 92 Street, Delta, BC, V4G 0A4, Canada

Toronto: 2520 Bristol Circle, Oakville, ON, L6H 5S1, Canada

Las Vegas: 5977 McLeod Drive, Las Vegas, NV, 89120, USA

Richmond: 3128 – 20800 Westminster Hwy., Richmond, BC, V6V 2W3, Canada

www.labtestcert.com | kdhillon@labtestcert.com



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A handwritten signature in black ink, appearing to be 'N', is written over a horizontal line.

A Commissioner for taking Affidavits for
British Columbia



Blake, Cassels & Graydon LLP
 1133 Melville Street, Suite 3500
 The Stack
 Vancouver, British Columbia, V6E 4E5
 +1-604-631-3300

Peter Rubin*
 Partner
 +1-604-631-3315
peter.rubin@blakes.com
**Law Corporation*

May 19, 2026

VIA EMAIL & COURIER

Reference: 30237/492

Labtest Certification Inc.
 205 – 8291 92 Street,
 Delta, BC V4G 0A4

Attention: Kavinder Singh Dhillon

Re: National Bank of Canada Lending Facilities

Dear Sir:

We are legal counsel to National Bank of Canada (the “**Bank**”) and write with respect to certain material concerns regarding the lending facilities involving the Bank, Labtest Certification Inc. and related persons including Labtest Certification Ontario Inc., MuAnalysis Inc., 2842878 Ontario Inc., and Goshu Products/Services Inc. (collectively, the “**Company**”).

If you have retained legal counsel, we ask that you: (a) direct this letter to their attention; and (b) ask your counsel to contact us as soon as possible so that we may directly communicate with them going forward.

As you are aware, there have been numerous breaches and defaults by the Company under the applicable lending facilities including the associated security documents between the Bank and the Company. Those breaches and defaults include, but are not limited to (i) failure to make required monthly payments owing in respect of loan 020720034279 (the last six monthly payments of \$50,337.44 each have not been made and are delinquent); and (ii) the opening and use of accounts with Royal Bank of Canada (“**RBC**”) and Wells Fargo Bank (“**Wells Fargo**”).

There has been, and continues to be, a lack of transparency on the part of the Company as it relates to the provision of information and documents to the Bank and its financial advisor, Deloitte Restructuring Inc. (“**Deloitte**”). The Bank, either directly or through Deloitte, has made numerous requests for information and documentation from the Company that have not been answered on a timely basis or have not been answered at all. The status quo is unacceptable and will not be permitted to continue.

This situation is unfortunate as the Bank has made every effort to work with you and the Company. However, the efforts by the Bank have not been reciprocated and there continues to be refusal to provide requested and required information and documentation.

1377-8191-3120



The Bank hereby requires that the Company deliver the following information to Deloitte by no later than **5:00 p.m. PST on Friday May 22, 2026**:

1. all of the Company's bank statements for its account(s) with RBC for the period of January 1, 2026 to May 15, 2026;
2. all of the Company's bank statements for its account(s) with Wells Fargo for the period of January 1, 2026 to May 15, 2026;
3. login information to access the Company's Salesforce account;
4. details and documentation of any statutory claims against the Company in the United States; and
5. a list of the Company's employees and their hire date, salary, and vacation entitlements

(collectively, the "**Requested Information**").

The Bank understands that the Requested Information is within the Company's control and is readily accessible by the Company in short order.

The Company, through its decisions and refusals, has put the Bank in a position whereby it will have no choice but to take steps against the Company should the current state of affairs not be remedied in short order.

Yours truly,

A blue ink signature of Peter Rubin, consisting of a stylized 'P' and 'R'.

Peter Rubin

This is Exhibit "F" referred to in Affidavit #2
of Jennifer Alambre made before me at
Vancouver, British Columbia on July 15, 2026.



A Commissioner for taking Affidavits for
British Columbia

From: Kavinder Dhillon <kdhillon@labtestcert.com>
Sent: Tuesday, May 19, 2026 11:24 AM
To: Pai, Raymond
Subject: FW: National Bank of Canada Lending Facilities
Attachments: 2026-05-19 Letter to K. Dhillon.pdf

 PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Raymond,

Not sure the reasoning behind the attached letter from NBC.

As I had shared with you we are catching up with the 3 month payments we had missed. I thought we had agreed that \$50k for current month and an extra \$25k per month to catch up was accepted by NBC.

The funds have been in the accounts for NBC to withdraw from both the accounts:

- Goshu Products/Services Inc: \$75k as agreed

I see you have withdrawn the Oakville mortgage account for \$ 59,728.58

I am keeping up with what we agreed.

Regards,

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

T: 604-247-0444 Ext. 101 | M: 604-805-2016 | 1-855-346-0444
 Head Office: 205 – 8291 92 Street, Delta, BC, V4G 0A4, Canada
 Toronto: 2520 Bristol Circle, Oakville, ON, L6H 5S1, Canada
 Las Vegas: 5977 McLeod Drive, Las Vegas, NV, 89120, USA
 Richmond: 3128 – 20800 Westminster Hwy., Richmond, BC, V6V 2W3, Canada

www.labtestcert.com | kdhillon@labtestcert.com



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From: Alambre, Jennifer <jennifer.alambre@blakes.com>
Sent: May 19, 2026 11:04 AM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Rubin, Peter <peter.rubin@blakes.com>; Roh, Encina <encina.roh@blakes.com>
Subject: National Bank of Canada Lending Facilities

CAUTION : External Email

Good morning,

Please see the attached letter of today's date from Mr. Peter Rubin.

Thank you,

Jennifer Alambre

Legal Administrative Assistant to Peter Rubin*,
Karine Russell, Zackary Goldford and Nicholas Chase

jennifer.alambre@blakes.com

T. +1-604-631-5244

* denotes law corporation

Blake, Cassels & Graydon LLP

3500 - 1133 Melville Street, Vancouver, BC V6E 4E5 ([Map](#))

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This is Exhibit "**G**" referred to in Affidavit #2 of Jennifer Alambre made before me at Vancouver, British Columbia on July 15, 2026.

A handwritten signature in black ink, appearing to be a stylized 'A' or 'J' with a vertical stroke.

A Commissioner for taking Affidavits for
British Columbia

From: Butt, Kaleb <kbutt@deloitte.ca>
Sent: Tuesday, June 2, 2026 10:56 AM
To: Kavinder Dhillon
Cc: Keeble, Jeff
Subject: RBC and NBC account review.
Attachments: _Labtest - Information Request List.xlsx; RBC 2026 Statements for NBC.pdf; NBC statements.zip

Hi Kavinder,

We have conducted a review of the RBC bank accounts you sent us, as well as NBC statements provided to us directly by NBC. Following this review, we are seeking details regarding some transactions to better understand the Company's cash management procedures and sources/uses of cash.

Request

1. The Company has a number of large "DIRECT DEP PDS" transactions in RBC accounts -9069 and -9515. Could you please:
 - a) Explain the nature/workflow of "DIRECT DEP PDS" transactions in general; and
 - b) Provide details specifically regarding the \$30,000 transaction in account -9069 on March 19; and
 - c) Provide details specifically regarding the \$46,198 transaction in account -9069 on February 12.
2. We have identified regular payments totalled "BILL PYMT AMEX CARDS." We were not aware the Company had credit beyond that provided by RBC and/or NBC. Could you please explain:
 - a) The nature of AMEX transactions; and
 - b) Which legal entities hold the AMEX card(s); and
 - c) Whether any other credit cards are used by the Companies.
3. We have identified wires sent by accounts -9069 and -6354. Could you please;
 - a) Explain the nature/workflow of "WEB PAYMENT WIRE" transactions in general; and
 - b) Provide details specifically regarding the \$9,800 (USD) transaction in account -6354 on March 10.
4. The attached RBC and NBC bank statements have a number of transfers highlighted in orange/yellow that we were unable to trace between accounts (e.g., we could not see the corresponding amount enter or leave another RBC or NBC account). For each one, please provide the account number that the funds were sent to.
 - a) Among the highlighted entries, we identified payments to "LC KOREA." Is this Labtest Certification Korea? We were not aware of this entity.
 - b) We also identified e-transfers to a Mike van Eykere – what do these relate to?

I have also attached the existing information request list. Let me know if I should discuss it or the above directly with Pavan and/or Grace.

Thanks and kind regards,

Kaleb Butt, CPA

Manager | Strategy, Risk, and Transactions Group
 Deloitte LLP
 410 W Georgia St.,
 Vancouver, BC, V6B 1Z3, Canada
 D: (604) 595-5422 | M: (672) 963-9556
kbutt@deloitte.ca | www.deloitte.ca

--

Deloitte.

This is Exhibit "H" referred to in Affidavit #2 of Jennifer Alambre made before me at Vancouver, British Columbia on July 15, 2026.

A handwritten signature in black ink, appearing to be 'J. Alambre', is written above a horizontal line.

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British Columbia



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Peter Rubin*
 Partner
 +1-604-631-3315
peter.rubin@blakes.com
 *Law Corporation

June 2, 2026

VIA EMAIL

Reference: 30237/492

Labtest Certification Inc.
 205 – 8291 92 Street,
 Delta, BC V4G 0A4

Attention: Kavinder Singh Dhillon

Re: May 19, 2026 Correspondence

Dear Sir:

We write in response to your email of May 19, 2026 (the “**May Email**”) to Mr. Pai of National Bank of Canada (by its predecessor by way of amalgamation Canadian Western Bank, the “**Bank**”), in which you responded to our letter to you of that same date.

In the May Email you asserted, among other things, that a repayment plan had been reached and that sufficient funds have been available in the applicable accounts to satisfy the payment obligations. Those statements are not accurate.

The Bank has not entered into any form of a repayment agreement with you. While the Bank acknowledges that you provided the Bank with a proposal for a repayment plan by email on March 6, 2026, the Bank did not accept that proposal or enter into any agreement. Rather, as is set out in its email to you dated March 19, 2026, and attached as **Schedule “A”** hereto, the Bank noted only that it may be open to accepting a repayment approach structured through a forbearance agreement. No forbearance agreement has been entered into.

With respect to the statement that sufficient funds have been in the applicable accounts, that is also not accurate. As is set out in Goshu’s account statements with the Bank from September 2025 to May 2026, and attached as **Schedule “B”** hereto, there have repeatedly been insufficient funds in Goshu’s chequing account from which the Bank’s system could automatically withdraw funds on the 23rd day of each month to satisfy payments towards the Goshu Loan. As of the date of this letter, there are still five (5) months of delinquent payments outstanding for the Goshu Loan, in the total amount of \$227,024.64.

1380-3608-0672



We confirm that the Bank has not waived, and hereby expressly reserves, its rights to take all further and additional actions available in connection with the foregoing. Should you have any questions, please contact the undersigned.

Yours truly,

A handwritten signature in blue ink, appearing to be "Peter Rubin", with a stylized, looping flourish.

Peter Rubin

Encl.



SCHEDULE "A"



Re: LabTest

From Pai, Raymond <raymond.pai@nbc.ca>
Date Thu 3/19/2026 12:14 PM
To Kavinder Dhillon <kdhillon@labtestcert.com>
Cc Rong, Sherry <sherry.rong@nbc.ca>

Hi Kavinder,

We're in agreement that the Bank would like the arrears to be cured as soon as possible. At this stage, all we can confirm is that we're open to a repayment approach structured through a Forbearance Agreement, subject to final credit approval. We're not able to provide a specific timeline yet, as that will depend on the full details. Typically, the Bank would look to the Financial Advisor's guidance, including a cash flow forecast, to help determine a timeframe.

Thank you,



Ray Pai
 Senior Director, Special Loans
 Tel.: 403-973-7203

National Bank of Canada

From: Kavinder Dhillon <kdhillon@labtestcert.com>
Sent: Thursday, March 19, 2026 11:57 AM
To: Pai, Raymond <raymond.pai@nbc.ca>
Cc: Rong, Sherry <sherry.rong@nbc.ca>
Subject: RE: LabTest

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Raymond,

Even though I am looking at paying the outstanding owing as soon as possible, having a time line is important. As this helps in managing the cashflow. In a short time, I have realized this is all about cashflow management, please provide some guidelines for the timeline.

My meeting with the accountant got pushed back to Tuesday, at 10AM. I will be able to get back to you end of the day Tuesday. As I need to speak with my accountant before any changes.

Thank you,

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

T: 604-247-0444 Ext. 101 | M: 604-805-2016 | 1-855-346-0444

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Richmond: 3128 – 20800 Westminster Hwy., Richmond, BC, V6V 2W3, Canada

www.labtestcert.com | kdhillon@labtestcert.com



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From: Pai, Raymond <raymond.pai@nbc.ca>
Sent: March 19, 2026 10:15 AM
To: Kavinder Dhillon <kdhillon@labtestcert.com>
Cc: Rong, Sherry <sherry.rong@nbc.ca>
Subject: Re: LabTest

CAUTION : External Email

Hi Kavinder,

We're not in a position to respond to your question at this moment because there may be potential unknowns and further arrears that the Bank is unaware of. The Bank's patience will be determined in collaboration with our Legal Counsel, the proposed Financial Advisor, and taking into consideration any concessions the Borrowers and Guarantors would provide.

Thank you,



Ray Pai

Senior Director, Special Loans

Tel.: 403-973-7203

National Bank of Canada

From: Kavinder Dhillon <kdhillon@labtestcert.com>
Sent: Wednesday, March 18, 2026 12:57 PM
To: Pai, Raymond <raymond.pai@nbc.ca>
Subject: LabTest

PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hello Raymond,

As I am meeting with my accountant, please advise the time you allowing LabTest to make all payments to clear the CRA and NBC outstanding owing. I believe this is the \$600k we discussed yesterday.

Thank you,

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

T: 604-247-0444 Ext. 101 | M: 604-805-2016 | 1-855-346-0444

Head Office: 205 – 8291 92 Street, Delta, BC, V4G 0A4, Canada

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Richmond: 3128 – 20800 Westminster Hwy., Richmond, BC, V6V 2W3, Canada

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SCHEDULE "B"



GOSHU PRODUCTS/SERVICES INC.
205-8291 92 ST
DELTA BC
V4G 0A4

Statement of Accounts

Panorama Ridge
#103-15230 Highway 10
Surrey BC V3S 5K7
Phone: 604.575.3783
panoramaridge@cwbank.com

Customer No.: 871973
No. of cheque images: 0
Statement date: 30SEP2025

Account(s)

Business Current Account 101019072534

Date	Description	Withdrawals(\$)	Deposits(\$)	Balance(\$)
SEP 01	Balance Forward			82.60
SEP 22	Online Transfer In		50,000.00	50,082.60
	From Account 101019072615			
SEP 23	Debit Arrangement	50,082.60-		0.00
	Loan Repayment			
	To Account:101019111898			
SEP 30	Monthly Transaction Charge	5.00-		5.00-
	TOTAL:	50,087.60-	50,000.00	

Loan(s)

3128-20800 Westminster HWY,Richmond 101019111898

Rate 6.43% Renewal Date 23MAY2026

Date	Description	Withdrawals(\$)	Deposits(\$)	Balance(\$)
SEP 01	Balance Forward			7,343,242.55-

(Continued)



Page: 2 of 2
 Customer No.: 871973
 Statement date: 30SEP2025

Date	Description	Withdrawals(\$)	Deposits(\$)	Balance(\$)
SEP 23	AA Loan Repayment		9,971.98	7,333,270.57-
	Interest - 40,110.62			
	Total Loan Payment - 50,082.60			
	TOTAL:	0.00	9,971.98	
TOTAL:	PAYMENTS	1	9,971.98	
	INTEREST PAID		40,110.62	
	CHARGES PAID:		0.00	



GOSHU PRODUCTS/SERVICES INC.
205-8291 92 ST
DELTA BC
V4G 0A4

Statement of Accounts

Panorama Ridge
#103-15230 Highway 10
Surrey BC V3S 5K7
Phone: 604.575.3783
panoramaridge@cwbank.com

Customer No.: 871973
No. of cheque images: 0
Statement date: 31OCT2025

Account(s)

Business Current Account 101019072534

Date	Description	Withdrawals(\$)	Deposits(\$)	Balance(\$)
OCT 01	Balance Forward			5.00-
OCT 01	Transfer Credit		500.00	495.00
	AS PER REQUEST			
	From Account 101019072615			
OCT 01	Coverdraft Transfer Out	254.84-		240.16
	To Account 101019111898			
OCT 23	Debit Arrangement	240.16-		0.00
	Loan Repayment			
	To Account:101019111898			
OCT 27	Online Transfer In		28,000.00	28,000.00
	From Account 101019072542			
OCT 27	Online Transfer In		8,000.00	36,000.00
	From Account 101019072615			
OCT 27	Coverdraft Transfer Out	36,000.00-		0.00
	To Account 101019111898			
OCT 30	Online Transfer In		11,000.00	11,000.00
	From Account 101019072542			
OCT 30	Coverdraft Transfer Out	11,000.00-		0.00
	To Account 101019111898			
OCT 31	Monthly Transaction Charge	5.00-		5.00-
	TOTAL:	47,500.00-	47,500.00	

Loan(s)

3128-20800 Westminster HWY, Richmond 101019111898

Rate 6.43% Renewal Date 23MAY2026

Date	Description	Withdrawals(\$)	Deposits(\$)	Balance(\$)
OCT 01	Balance Forward			7,333,270.57-
OCT 01	AA Loan Repayment		254.84	7,333,015.73-
	Total Loan Payment - 254.84			
OCT 30	AA Loan Repayment		8,485.31	7,324,530.42-
	Interest - 2,514.69			
	Total Loan Payment - 11,000.00			
	TOTAL:	0.00	8,740.15	
TOTAL:	PAYMENTS	2	8,740.15	
	INTEREST PAID		2,514.69	
	CHARGES PAID:		0.00	



GOSHU PRODUCTS/SERVICES INC.
205-8291 92 ST
DELTA BC
V4G 0A4

Statement of Accounts

Panorama Ridge
#103-15230 Highway 10
Surrey BC V3S 5K7
Phone: 604.575.3783
panoramaridge@cwbank.com

Customer No.: 871973
No. of cheque images: 0
Statement date: 30NOV2025

Account(s)

Business Current Account 101019072534

Date	Description	Withdrawals(\$)	Deposits(\$)	Balance(\$)
NOV 01	Balance Forward			5.00-
NOV 06	Online Transfer In		100.00	95.00
	From Account 101019072542			
NOV 06	Coverdraft Transfer Out	95.00-		0.00
	To Account 101019111898			
NOV 07	Online Transfer In		3,500.00	3,500.00
	From Account 101019072542			
NOV 07	Coverdraft Transfer Out	3,002.28-		497.72
	To Account 101019111898			
NOV 29	Principal Adjustment	497.72-		0.00
	TOTAL:	3,595.00-	3,600.00	

Loan(s)

3128-20800 Westminster HWY,Richmond 101019111898

Rate 6.43% Renewal Date 23MAY2026

Date	Description	Withdrawals(\$)	Deposits(\$)	Balance(\$)
NOV 01	Balance Forward			7,324,530.42-
NOV 06	AA Loan Repayment		95.00	7,324,435.42-
	Total Loan Payment - 95.00			
NOV 07	AA Loan Repayment		3,002.28	7,321,433.14-
	Total Loan Payment - 3,002.28			
NOV 29	Principal Adjustment		7,321,433.14	0.00
	TOTAL:	0.00	7,324,530.42	
TOTAL:	PAYMENTS	2	3,097.28	
	CHARGES PAID:		0.00	



NATIONAL BANK
OF CANADA

1-7548 120TH STREET
SURREY V3W 3N1 (000) 000-0000

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Account Statement

Period from 2025-11-01 to 2025-11-30

Page 1 of 1

Account no. 00-793-21

Branch no. 01471

GOSHU PRODUCTS/SERVICES INC. 16061
205-8291 92 ST
DELTA BC V4G 0A4

ACCOUNT : CURRENT ACCOUNT (CDN\$)

PACKAGES : PREMIUM PACKAGE

MM	DD	DESCRIPTION	DEBIT (\$)	CREDIT (\$)	BALANCE (\$)
10	31	PREVIOUS BALANCE			0.00
11	24	CWB CLOSING BAL		497.72	497.72

		NUMBER	TOTAL AMOUNT			NUMBER	TOTAL AMOUNT
TRANSACTIONS	DEBIT	0	0.00	CREDIT		1	497.72



Period from 2026-01-01 to 2026-01-31

Page 1 of 1

Account no. 00-793-21

Branch no. 01471

GOSHU PRODUCTS/SERVICES INC. 16061
205-8291 92 ST
DELTA BC V4G 0A4

ACCOUNT : CURRENT ACCOUNT (CDN\$)

PACKAGES : PREMIUM PACKAGE

MM	DD	DESCRIPTION	DEBIT (\$)	CREDIT (\$)	BALANCE (\$)
12	31	PREVIOUS BALANCE			497.72
01	30	INTERNET CT TRF Q42850000000017		2,500.00	2,997.72
01	30	INTERNET CT TRF Q42850000000018		4,000.00	6,997.72

		NUMBER	TOTAL AMOUNT			NUMBER	TOTAL AMOUNT
TRANSACTIONS	DEBIT	0	0.00	CREDIT		2	6,500.00



Period from 2026-02-01 to 2026-02-28

Page 1 of 1

Account no. 00-793-21

Branch no. 01471

GOSHU PRODUCTS/SERVICES INC. 16061
205-8291 92 ST
DELTA BC V4G 0A4

ACCOUNT : CURRENT ACCOUNT (CDN\$)

PACKAGES : PREMIUM PACKAGE

MM	DD	DESCRIPTION	DEBIT (\$)	CREDIT (\$)	BALANCE (\$)
01	31	PREVIOUS BALANCE			6,997.72
02	06	INTERNET CT TRF Q42850000000020		12,000.00	18,997.72
02	17	INTERNET CT TRF Q42850000000023		13,000.00	31,997.72
02	23	INTERNET CT TRF Q42850000000024		15,000.00	46,997.72
02	23	INTERNET CT TRF Q42850000000025		5,000.00	51,997.72
02	24	INTERNET CT TRF Q42850000000026		4,000.00	55,997.72
02	27	LOAN PAYMENT	50,337.44		5,660.28

		NUMBER	TOTAL AMOUNT			NUMBER	TOTAL AMOUNT
TRANSACTIONS	DEBIT	1	50,337.44	CREDIT		5	49,000.00



Period from 2026-03-01 to 2026-03-31

Page 1 of 1

Account no. 00-793-21

Branch no. 01471

GOSHU PRODUCTS/SERVICES INC. 16061
205-8291 92 ST
DELTA BC V4G 0A4

ACCOUNT : CURRENT ACCOUNT (CDN\$)

PACKAGES : PREMIUM PACKAGE

MM	DD	DESCRIPTION	DEBIT (\$)	CREDIT (\$)	BALANCE (\$)
02	28	PREVIOUS BALANCE			5,660.28
03	12	INTERNET CT TRF Q42850000000035		40,000.00	45,660.28
03	16	INTERNET CT TRF Q42850000000036		5,000.00	50,660.28
03	20	INTERNET CT TRF Q42850000000037		26,000.00	76,660.28
03	30	LOAN PAYMENT	50,337.44		26,322.84
03	30	INTEREST ON LOAN	24,662.56		1,660.28

		NUMBER	TOTAL AMOUNT			NUMBER	TOTAL AMOUNT
TRANSACTIONS	DEBIT	2	75,000.00	CREDIT		3	71,000.00



Period from 2026-04-01 to 2026-04-30

Page 1 of 1

Account no. 00-793-21

Branch no. 01471

GOSHU PRODUCTS/SERVICES INC. 16061
205-8291 92 ST
DELTA BC V4G 0A4

ACCOUNT : CURRENT ACCOUNT (CDN\$)

PACKAGES : PREMIUM PACKAGE

MM	DD	DESCRIPTION	DEBIT (\$)	CREDIT (\$)	BALANCE (\$)
03	31	PREVIOUS BALANCE			1,660.28
04	01	INTERNET CT TRF Q42850000000045		10,000.00	11,660.28
04	15	INTERNET CT TRF Q42850000000052		5,000.00	16,660.28
04	28	INTERNET CT TRF Q42850000000061		20,000.00	36,660.28
04	29	INTERNET CT TRF Q42850000000062		10,000.00	46,660.28
04	30	INTERNET CT TRF Q42850000000063		4,000.00	50,660.28

		NUMBER	TOTAL AMOUNT			NUMBER	TOTAL AMOUNT
TRANSACTIONS	DEBIT	0	0.00	CREDIT		5	49,000.00



Period from 2026-05-01 to 2026-05-31

Page 1 of 1

Account no. 00-793-21

Branch no. 01471

GOSHU PRODUCTS/SERVICES INC. 16061
205-8291 92 ST
DELTA BC V4G 0A4

ACCOUNT : CURRENT ACCOUNT (CDN\$)

PACKAGES : PREMIUM PACKAGE

MM	DD	DESCRIPTION	DEBIT (\$)	CREDIT (\$)	BALANCE (\$)
04	30	PREVIOUS BALANCE			50,660.28
05	15	INTERNET CT TRF Q42850000000073		18,933.04	69,593.32
05	15	INTERNET CT TRF Q42850000000074		9,465.75	79,059.07
05	26	INTERNET CT TRF Q42850000000081		10,000.00	89,059.07

		NUMBER	TOTAL AMOUNT			NUMBER	TOTAL AMOUNT
TRANSACTIONS	DEBIT	0	0.00	CREDIT		3	38,398.79

This is Exhibit "I" referred to in Affidavit #2
of Jennifer Alambre made before me at
Vancouver, British Columbia on July 15, 2026.



A Commissioner for taking Affidavits for
British Columbia



Blake, Cassels & Graydon LLP
 1133 Melville Street, Suite 3500
 The Stack
 Vancouver, British Columbia, V6E 4E5
 +1-604-631-3300

Peter Rubin*
 Partner
 +1-604-631-3315
peter.rubin@blakes.com
 *Law Corporation

June 2, 2026

VIA EMAIL & COURIER

Reference: 30237/492

Labtest Certification Inc.
 205 – 8291 92 Street,
 Delta, BC V4G 0A4

Labtest Certification Ontario Inc.
 2520 Bristol Circle
 Oakville ON L6H 5S1

MuAnalysis Inc.
 2301 St. Laurent Blvd., Suite 500
 Ottawa, ON K1G 4J7

Goshu Products/Services Inc.
 205 - 8291 92 Street
 Delta, BC V4G 0A4

Kavinder Singh Dhillon
 17325 48 Ave
 Surrey, BC V3Z 1G1

2842878 Ontario Inc.
 2520 Bristol Circle
 Oakville ON L6H 5S1

Re: Demand for Payout of Loan Obligations

Dear Sir:

We are legal counsel to National Bank of Canada (by its predecessor by way of amalgamation Canadian Western Bank, the “**Bank**”) and write further to our National Bank of Canada Lending Facilities letter dated May 19, 2026 (the “**Lending Facilities Letter**”) and with respect to the loan, security and related documents identified in **Schedule “A”** attached hereto. Capitalized terms not otherwise defined in the body of this letter shall have the definitions ascribed to them in **Schedule “A”**.

We write to provide Labtest Certification Inc. (“**Labtest**”), Labtest Certification Ontario Inc. (“**Labtest Ontario**”), MuAnalysis Inc. (“**MuAnalysis**”), 2842878 Ontario Inc. (“**284 Ontario**”), Goshu Products/Services Inc. (“**Goshu**”), and Kavinder Singh Dhillon (“**Kavinder**”) (collectively, the “**Loan Parties**”, and each, a “**Loan Party**”) with notice that the breaches and defaults noted in the Lending

1403-5677-3152



Facilities Letter remain continuing events of default under the Credit Agreements, the Security and Guarantees, or related documents, as applicable, and have not been remedied as of the date of this letter. As of the date of this Letter, the Loan Parties have failed to, among other things: (a) rectify the five (5) months of delinquent payments, in the total amount of \$227,024.64, outstanding pursuant to the Goshu Credit Agreement; and (b) provide the Bank all of the Requested Information (as that term is defined in the Lending Facilities Letter) after the Loan Parties opened and used accounts with Royal Bank of Canada and Wells Fargo Bank. As you are aware, there are numerous other defaults on the part of Labtest, Labtest Ontario, 284 Ontario, and Goshu under the Credit Agreements and the Security and Guarantees related to breaches of informational covenants, financial covenants, reporting requirements, and other matters.

We remind the Loan Parties that the loan facilities as described in the Credit Agreements are demand loans payable upon a demand made by the Bank and irrespective of any breaches or defaults.

We further note that failure by the Loan Parties to pay the Bank any outstanding indebtedness pursuant to the Credit Agreements is itself an event of default under the Credit Agreements.

The Bank reiterates that it has no obligation to make further advances or other accommodation under the Credit Agreements.

The total indebtedness outstanding under the Credit Agreements includes the outstanding principal, plus any accrued and accruing interest, fees, indemnities, and other amounts payable, each of which shall continue to accrue and be determined at the date of pay-out, by Labtest, Labtest Ontario, 284 Ontario, and Goshu under the Credit Agreements and any other documents, instruments, and agreements executed pursuant thereto or in connection therewith from time to time (collectively, the “**Indebtedness**”). The Indebtedness as of June 1, 2026 is \$17,792,687.55 plus professional fees, but which continues to increase.

Pursuant to the Security and Guarantees, the Loan Parties jointly and severally guarantee, to any applicable prescribed limit, payment to the Bank of all present and future debts and liabilities of Labtest, Labtest Ontario, 284 Ontario, and Goshu, including all costs, charges, and expenses incurred by the Bank in recovering or attempting to recover said debts and liabilities.

We hereby demand that the Loan Parties, pursuant to the Credit Agreements, the Security and Guarantees, pay the Indebtedness to the Bank **within twenty (20) days of the date of this letter** (i.e., by no later than **June 23, 2026**), including any additional amounts that have accrued by the date of payment. Should the Indebtedness not be paid to the Bank by this date, the Bank will take steps to enforce its legal rights under the Credit Agreements, the Security and Guarantees, and any other documents, instruments, and agreements executed pursuant thereto or in connection therewith from time to time, and otherwise at law or in equity without further notice.

We confirm that the Bank has not waived, and hereby expressly reserves, its rights to take all further and additional actions available to the Bank under the Credit Agreements, the Security and Guarantees, or any other documents, instruments, and agreements executed pursuant thereto or in connection therewith, and at law, or in equity, including, among other available relief, without limitation: (a) judgment against the Loan Parties, jointly and severally, for the amounts owing to the Bank; (b) an order appointing



a receiver over the assets, undertakings, and/or property of the Loan Parties; and/or (c) all other remedies afforded by law, in equity, or under the Credit Agreements, the Security and Guarantees, or any other documents, instruments, and any agreements executed pursuant thereto or in connection therewith from time to time, to which the Bank is entitled with respect to the recovery of the amounts owing by the Loan Parties.

Please also see the enclosed notices pursuant to section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3. We expect to receive instructions to commence legal proceedings, possibly including seeking the appointment of a receiver, immediately upon the expiry of the 10-day period described therein.

Yours truly,

A handwritten signature in blue ink, consisting of a large, stylized 'P' followed by a series of loops and a final flourish.

Peter Rubin

Encl.

SCHEDULE “A”

The loan, security, and related documents granted by the Loan Parties to the Bank include but are not limited to:

1. the credit agreement dated May 8, 2024 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu and Kavinder, as guarantors;
2. the credit amendment/renewal agreement dated July 24, 2024 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
3. the credit amendment/renewal agreement dated December 30, 2024 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
4. the credit amendment/renewal agreement dated March 5, 2025 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
5. the credit agreement dated January 15, 2025 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
6. the credit agreement dated May 8, 2024 among the Bank, as lender, Labtest Ontario, as borrower, Labtest, MuAnalysis, Goshu and Kavinder, as guarantors (the “**Labtest Ontario Credit Agreement**”);
7. the credit amendment/renewal agreement dated July 24, 2024 among the Bank, as lender, Labtest Ontario, as borrower, Labtest, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
8. the credit agreement dated May 8, 2024 among the Bank, as lender, Goshu, as borrower, Labtest, Labtest Ontario, MuAnalysis and Kavinder, as guarantors (the “**Goshu Credit Agreement**”);
9. the credit amendment/renewal agreement dated July 24, 2024 among the Bank, as lender, Goshu, as borrower, Labtest, Labtest Ontario, MuAnalysis, Kavinder and 284 Ontario, as guarantors;
10. the credit agreement dated July 24, 2024 among the Bank, as lender, 284 Ontario, as borrower, Labtest, Labtest Ontario, MuAnalysis, Goshu and Kavinder, as guarantors

(sections (1)-(10), collectively, being the “**Credit Agreements**”);
11. the cross default agreement dated July 31, 2024 among the Bank, 284 Ontario, Goshu, Labtest and Labtest Ontario;



12. the general security agreement made by Labtest, as debtor, dated May 16, 2024;
13. the general security agreement made by Labtest Ontario, as debtor, dated May 16, 2024;
14. the general security agreement made by MuAnalysis, as debtor, dated May 16, 2024;
15. the general security agreement made by Goshu, as debtor, dated May 16, 2024;
16. the general security agreement made by 284 Ontario, as debtor, dated July 31, 2024;
17. the acknowledgment of existing general security agreement made by Labtest to the Bank dated July 31, 2024;
18. the acknowledgment of existing general security agreement made by Labtest Ontario to the Bank dated July 31, 2024;
19. the acknowledgment of existing general security agreement made by MuAnalysis to the Bank dated July 31, 2024;
20. the acknowledgment of existing general security agreement made by Goshu to the Bank dated July 31, 2024;
21. the mortgage and general assignment of rents granted by Goshu in favour of the Bank dated May 14, 2024 with respect to (a) Strata Lot 3 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-514; (b) Strata Lot 4 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-522; (c) Strata Lot 5 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-531; and (d) Strata Lot 51 Section 9 Block 4 North Range 4 West New Westminster District Strata Plan LMS2129 with PID: 023-197-234;
22. the acknowledgement of existing mortgage and assignment of rents made by Goshu in favour of the Bank dated July 31, 2024;
23. the environmental indemnity made by Goshu, as borrower, and Labtest, Labtest Ontario, MuAnalysis and Kavinder, as guarantors dated May 16, 2024 in favour of the Bank;
24. the acknowledgement of existing environmental indemnity agreement made by Labtest, Labtest Ontario, Goshu, MuAnalysis and Kavinder dated May 16, 2024 with respect to the Labtest Ontario Credit Agreement;
25. the acknowledgement of existing environmental indemnity agreement made by Labtest, Labtest Ontario, Goshu, MuAnalysis and Kavinder dated May 16, 2024 with respect to the Goshu Credit Agreement;
26. the mortgage and general assignment of rents between 284 Ontario, as assignor, and the Bank, as assignee, dated August 7, 2024 with respect to (a) the property having the legal description of PCL Block 2-10, SEC 20M492; PT BLK 2, PL 20M492, Part 7 and 63, 20R9192; S/T



H396401; S/T H395923 OAKVILLE with PID: 24902-0204; and (b) the property having the legal description of PCL Block 2-11, SEC 20M492; PT BLK 2, PL 20M492, Part 8 and 64, 20R9192; S/T H396405; S/T H395923 and PID: 24902-0205;

27. the environmental indemnity made by 284 Ontario, as borrower, and Labtest, Labtest Ontario, MuAnalysis, Goshu and Kavinder, as guarantors dated July 31, 2024;
28. the full liability guarantee made by Labtest Ontario in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
29. the full liability guarantee made by Goshu in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
30. the full liability guarantee made by MuAnalysis in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
31. the full liability guarantee made by Kavinder in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
32. the full liability guarantee made by 284 Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of Labtest;
33. the full liability guarantee made by Labtest in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
34. the full liability guarantee made by Goshu in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
35. the full liability guarantee made by MuAnalysis in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
36. the full liability guarantee made by Kavinder in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
37. the full liability guarantee made by 284 Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of Labtest Ontario;
38. the full liability guarantee made by Labtest in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
39. the full liability guarantee made by Labtest Ontario in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
40. the full liability guarantee made by MuAnalysis in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;

41. the full liability guarantee made by Kavinder in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
42. the full liability guarantee made by 284 Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of Goshu;
43. the full liability guarantee made by Labtest in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
44. the full liability guarantee made by Labtest Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
45. the full liability guarantee made by Goshu in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
46. the full liability guarantee made by MuAnalysis in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
47. the full liability guarantee made by Kavinder in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
48. the assignment and postponement of creditor's claims made by Labtest Ontario, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
49. the assignment and postponement of creditor's claims made by MuAnalysis, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
50. the assignment and postponement of creditor's claims made by Goshu, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
51. the assignment and postponement of creditor's claims made by Kavinder, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
52. the assignment and postponement of creditor's claims made by Labtest, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
53. the assignment and postponement of creditor's claims made by MuAnalysis, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
54. the assignment and postponement of creditor's claims made by Goshu, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
55. the assignment and postponement of creditor's claims made by Kavinder, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
56. the assignment and postponement of creditor's claims made by Labtest, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;



57. the assignment and postponement of creditor's claims made by Labtest Ontario, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
58. the assignment and postponement of creditor's claims made by MuAnalysis, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
59. the assignment and postponement of creditor's claims made by Kavinder, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
60. the assignment and postponement of creditor's claims made by Labtest, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
61. the assignment and postponement of creditor's claims made by Labtest Ontario, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
62. the assignment and postponement of creditor's claims made by MuAnalysis, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
63. the assignment and postponement of creditor's claims made by Goshu, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024; and
64. the assignment and postponement of creditor's claims made by Kavinder, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024

(sections (11)-(64), collectively, being the "**Security and Guarantees**").

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

- To: Labtest Certification Inc. ("**Labtest**"), Labtest Certification Ontario Inc. ("**Labtest Ontario**"), 2842878 Ontario Inc. ("**284 Ontario**"), and Goshu Products/Services Inc. ("**Goshu**", and together with Labtest, Labtest Ontario, and 284 Ontario, the "**Debtors**")
- Cc: Kavinder Singh Dhillon ("**Kavinder**") and MuAnalysis Inc. ("**MuAnalysis**", and together with Kavinder, Labtest, Labtest Ontario, 284 Ontario, and Goshu, the "**Guarantors**")

TAKE NOTICE THAT:

1. National Bank of Canada (the "**Bank**"), a secured creditor, intends to enforce its security on the property of the Debtors and the Guarantors including all or substantially all of the property of each Debtor and Guarantor over which such Debtors and Guarantors have granted security, as more particularly set out below but not limited to:
 - (a) Strata Lot 3 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-514;
 - (b) Strata Lot 4 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-522;
 - (c) Strata Lot 5 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-531;
 - (d) Strata Lot 51 Section 9 Block 4 North Range 4 West New Westminster District Strata Plan LMS2129 with PID: 023-197-234;
 - (e) PCL Block 2-10, SEC 20M492; PT BLK 2, PL 20M492, Part 7 and 63, 20R9192; S/T H396401; S/T H395923 OAKVILLE with PID: 24902-0204;
 - (f) PCL Block 2-11, SEC 20M492; PT BLK 2, PL 20M492, Part 8 and 64, 20R9192; S/T H396405; S/T H395923 and PID: 24902-0205;
 - (g) the following security granted in British Columbia:
 - (i) all of Goshu's present and after-acquired personal property, with an expiry date of May 14, 2029;
 - (ii) all of Labtest's present and after-acquired personal property, with an expiry date of May 14, 2029;
 - (iii) all of Labtest Ontario's present and after-acquired personal property, with an expiry date of May 14, 2029;
 - (iv) all of MuAnalysis's present and after-acquired personal property, with an expiry date of May 14, 2029;

- (v) all of 284 Ontario's present and after-acquired personal property, with an expiry date of August 2, 2029;
 - (vi) all indebtedness of Goshu to Labtest, Labtest Ontario, MuAnalysis and Kavinder, with an expiry date of May 14, 2029;
 - (vii) all indebtedness of Labtest to Goshu, Labtest Ontario, MuAnalysis and Kavinder, with an expiry date of May 14, 2029;
 - (viii) all indebtedness of Labtest Ontario to Labtest, Goshu, MuAnalysis and Kavinder, with an expiry date of May 14, 2029;
 - (ix) all indebtedness of 284 Ontario to Labtest, Labtest Ontario, Goshu, MuAnalysis and Kavinder, with an expiry date of August 2, 2029;
 - (h) the following security granted in Ontario:
 - (i) all of 284 Ontario's present and after-acquired personal property, with an expiry date of August 2, 2029; and
 - (ii) all of Labtest Ontario's present and after-acquired property, with an expiry date of May 14, 2029.
2. The security (the "**Security**") that is to be enforced is set out in **Schedule "A"** hereto.
3. Total amount of indebtedness secured by the Security, as of June 1, 2026 was CAD \$17,792,687.55 with interest, fees, indemnities and other amounts accruing thereafter as provided for in:
- (a) the credit agreement dated May 8, 2024, and as amended on July 24, 2024, December 30, 2024, and March 5, 2025, among the Bank, as lender, and Labtest, as borrower;
 - (b) the credit agreement dated January 15, 2025, among the Bank, as lender, and Labtest, as borrower;
 - (c) the credit agreement dated May 8, 2024, and as amended July 24, 2024, among the Bank, as lender, and Labtest Ontario, as borrower;
 - (d) the credit agreement dated May 8, 2024, and as amended July 24, 2024, among the Bank, as lender, and Goshu, as borrower; and
 - (e) the credit agreement dated July 24, 2024, among the Bank, as lender, and 284 Ontario, as borrower,
- and related documents, instruments, and agreements.
4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period following the sending of this notice unless the Debtors consent to an earlier enforcement or the Court so orders.

Dated at Vancouver, British Columbia, this 2nd day of June 2026.

NATIONAL BANK OF CANADA

By its lawyers and agents, Blake, Cassels & Graydon LLP



By: _____

Name: Peter Rubin

Title: Partner

CONSENT TO IMMEDIATE ENFORCEMENT

Each Debtor consents to the immediate enforcement by the Bank of the Security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

DATED at _____, this _____ of _____, 2026.

CORPORATE DEBTORS**LABTEST CERTIFICATION INC.**

By: _____
 Name: _____
 Title: _____

LABTEST CERTIFICATION ONTARIO INC.

By: _____
 Name: _____
 Title: _____

2842878 ONTARIO INC.

By: _____
 Name: _____
 Title: _____

GOSHU PRODUCTS/SERVICES INC.

By: _____
 Name: _____
 Title: _____

SCHEDULE “A”

The Security that is to be enforced is the security granted by each Debtor to the Bank pursuant to (including but not limited to):

1. the credit agreements, including:
 - (a) the credit agreement dated May 8, 2024 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu and Kavinder, as guarantors;
 - (b) the credit amendment/renewal agreement dated July 24, 2024 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
 - (c) the credit amendment/renewal agreement dated December 30, 2024 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
 - (d) the credit amendment/renewal agreement dated March 5, 2025 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
 - (e) the credit agreement dated January 15, 2025 among the Bank, as lender, Labtest, as borrower, Labtest Ontario, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
 - (f) the credit agreement dated May 8, 2024 among the Bank, as lender, Labtest Ontario, as borrower, Labtest, MuAnalysis, Goshu and Kavinder, as guarantors (the “**Labtest Ontario Credit Agreement**”);
 - (g) the credit amendment/renewal agreement dated July 24, 2024 among the Bank, as lender, Labtest Ontario, as borrower, Labtest, MuAnalysis, Goshu, Kavinder and 284 Ontario, as guarantors;
 - (h) the credit agreement dated May 8, 2024 among the Bank, as lender, Goshu, as borrower, Labtest, Labtest Ontario, MuAnalysis and Kavinder, as guarantors (the “**Goshu Credit Agreement**”);
 - (i) the credit amendment/renewal agreement dated July 24, 2024 among the Bank, as lender, Goshu, as borrower, Labtest, Labtest Ontario, MuAnalysis, Kavinder and 284 Ontario, as guarantors;
 - (j) the credit agreement dated July 24, 2024 among the Bank, as lender, 284 Ontario, as borrower, Labtest, Labtest Ontario, MuAnalysis, Goshu and Kavinder, as guarantors;
2. the cross default agreement dated July 31, 2024 among the Bank, 284 Ontario, Goshu, Labtest and Labtest Ontario;
3. the mortgage and general assignment of rents granted by Goshu in favour of the Bank dated May 14, 2024 with respect to (a) Strata Lot 3 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-514; (b) Strata Lot 4 District

Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-522; (c) Strata Lot 5 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-531; and (d) Strata Lot 51 Section 9 Block 4 North Range 4 West New Westminster District Strata Plan LMS2129 with PID: 023-197-234;

4. the acknowledgement of existing mortgage and assignment of rents made by Goshu in favour of the Bank dated July 31, 2024;
5. the environmental indemnity made by Goshu, as borrower, and Labtest, Labtest Ontario, MuAnalysis and Kavinder, as guarantors dated May 16, 2024 in favour of the Bank;
6. the acknowledgement of existing environmental indemnity agreement made by Labtest, Labtest Ontario, Goshu, MuAnalysis and Kavinder dated May 16, 2024 with respect to the Labtest Ontario Credit Agreement;
7. the acknowledgement of existing environmental indemnity agreement made by Labtest, Labtest Ontario, Goshu, MuAnalysis and Kavinder dated May 16, 2024 with respect to the Goshu Credit Agreement;
8. the mortgage and general assignment of rents between 284 Ontario, as assignor, and the Bank, as assignee, dated August 7, 2024 with respect to (a) the property having the legal description of PCL Block 2-10, SEC 20M492; PT BLK 2, PL 20M492, Part 7 and 63, 20R9192; S/T H396401; S/T H395923 OAKVILLE with PID: 24902-0204; and (b) the property having the legal description of PCL Block 2-11, SEC 20M492; PT BLK 2, PL 20M492, Part 8 and 64, 20R9192; S/T H396405; S/T H395923 and PID: 24902-0205;
9. the environmental indemnity made by 284 Ontario, as borrower, and Labtest, Labtest Ontario, MuAnalysis, Goshu and Kavinder, as guarantors dated July 31, 2024;
10. the assignments and postponements of creditor's claims, including:
 - (a) the assignment and postponement of creditor's claims made by Labtest Ontario, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
 - (b) the assignment and postponement of creditor's claims made by MuAnalysis, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
 - (c) the assignment and postponement of creditor's claims made by Goshu, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
 - (d) the assignment and postponement of creditor's claims made by Kavinder, as creditor, and Labtest, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
 - (e) the assignment and postponement of creditor's claims made by Labtest, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;

- (f) the assignment and postponement of creditor's claims made by MuAnalysis, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (g) the assignment and postponement of creditor's claims made by Goshu, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (h) the assignment and postponement of creditor's claims made by Kavinder, as creditor, and Labtest Ontario, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (i) the assignment and postponement of creditor's claims made by Labtest, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (j) the assignment and postponement of creditor's claims made by Labtest Ontario, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (k) the assignment and postponement of creditor's claims made by MuAnalysis, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (l) the assignment and postponement of creditor's claims made by Kavinder, as creditor, and Goshu, as corporation, in favour of the Bank, as bank, dated May 16, 2024;
- (m) the assignment and postponement of creditor's claims made by Labtest, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
- (n) the assignment and postponement of creditor's claims made by Labtest Ontario, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
- (o) the assignment and postponement of creditor's claims made by MuAnalysis, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
- (p) the assignment and postponement of creditor's claims made by Goshu, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;
- (q) the assignment and postponement of creditor's claims made by Kavinder, as creditor, and 284 Ontario, as corporation, in favour of the Bank, as bank, dated July 31, 2024;

11. the general security agreements, including:

- (a) the general security agreement made by MuAnalysis, as debtor, dated May 16, 2024;
 - (b) the general security agreement made by Goshu, as debtor, dated May 16, 2024;
 - (c) the general security agreement made by 284 Ontario, as debtor, dated July 31, 2024;
 - (d) the acknowledgment of existing general security agreement made by Labtest to the Bank dated July 31, 2024;
 - (e) the acknowledgment of existing general security agreement made by Labtest Ontario to the Bank dated July 31, 2024;
 - (f) the acknowledgment of existing general security agreement made by MuAnalysis to the Bank dated July 31, 2024;
 - (g) the acknowledgment of existing general security agreement made by Goshu to the Bank dated July 31, 2024;
12. the guarantees, including:
- (a) the full liability guarantee made by Labtest Ontario in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
 - (b) the full liability guarantee made by Goshu in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
 - (c) the full liability guarantee made by MuAnalysis in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
 - (d) the full liability guarantee made by Kavinder in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest;
 - (e) the full liability guarantee made by 284 Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of Labtest;
 - (f) the full liability guarantee made by Labtest in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
 - (g) the full liability guarantee made by Goshu in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
 - (h) the full liability guarantee made by MuAnalysis in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
 - (i) the full liability guarantee made by Kavinder in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Labtest Ontario;
 - (j) the full liability guarantee made by 284 Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of Labtest Ontario;

- (k) the full liability guarantee made by Labtest in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
 - (l) the full liability guarantee made by Labtest Ontario in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
 - (m) the full liability guarantee made by MuAnalysis in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
 - (n) the full liability guarantee made by Kavinder in favour of the Bank dated May 16, 2024 with respect to the indebtedness and liability of Goshu;
 - (o) the full liability guarantee made by 284 Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of Goshu;
 - (p) the full liability guarantee made by Labtest in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
 - (q) the full liability guarantee made by Labtest Ontario in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
 - (r) the full liability guarantee made by Goshu in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
 - (s) the full liability guarantee made by MuAnalysis in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario;
 - (t) the full liability guarantee made by Kavinder in favour of the Bank dated July 31, 2024 with respect to the indebtedness and liability of 284 Ontario; and
13. such further and other security as are provided for by the above agreements.

This is Exhibit "J" referred to in Affidavit #2
of Jennifer Alambre made before me at
Vancouver, British Columbia on July 15, 2026.

A handwritten signature in black ink, appearing to be 'J. Alambre', is written over a horizontal line.

A Commissioner for taking Affidavits for
British Columbia

From: Kavinder Dhillon <kdhillon@labtestcert.com>
Sent: Wednesday, June 3, 2026 2:29 PM
To: Pai, Raymond
Cc: Rong, Sherry
Subject: RE: NBC / Voicemail - June 3, 2026

 PRUDENCE/CAUTION - EXTERNE/EXTERNAL

Hi Raymond,

As I am working toward catching up with all payments owed, why is NBC adding more burdens and stress to LabTest?

The letter provided by your council is not correct, if NBC wishes to send a formal letter at the very minimum the lawyers should send the correct information.

Yes, I will contact my lawyer and share your misinformation and the stress that NBC is causing to LabTest.

Thank you,

Kavinder Dhillon (he, him), P.L.Eng.

LabTest Certification

T: 604-247-0444 Ext. 101 | M: 604-805-2016 | 1-855-346-0444
 Head Office: 205 – 8291 92 Street, Delta, BC, V4G 0A4, Canada
 Toronto: 2520 Bristol Circle, Oakville, ON, L6H 5S1, Canada
 Las Vegas: 5977 McLeod Drive, Las Vegas, NV, 89120, USA
 Richmond: 3128 – 20800 Westminster Hwy., Richmond, BC, V6V 2W3, Canada

www.labtestcert.com | kdhillon@labtestcert.com



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This is Exhibit "K" referred to in Affidavit #2 of Jennifer Alambre made before me at Vancouver, British Columbia on July 15, 2026.

A handwritten signature in black ink, appearing to be 'A' followed by a stylized flourish.

A Commissioner for taking Affidavits for
British Columbia

From: Butt, Kaleb <kbutt@deloitte.ca>
Sent: Thursday, June 18, 2026 1:08 PM
To: Kavinder Dhillon
Cc: Keeble, Jeff
Subject: RE: [EXT] Re: NBC Arrears

Hi Kavinder,

Could you please give quick update on the following? If so I will cancel.

- Status of exclusivity with NMI or NFPA
- NFPA LOI come in yet?
- Update on CRA audits (BC + ON) final amounts and payment plan
- NBC arrears – did Unilever payment come in?
- Update on timing of F25 financial statements

Thanks,

Kaleb Butt, CPA

Manager | Strategy, Risk, and Transactions Group
 Deloitte LLP
 D: (604) 595-5422 | M: (672) 963-9556
kbutt@deloitte.ca | www.deloitte.ca

From: Kavinder Dhillon <kdhillon@labtestcert.com>
Sent: Thursday, June 18, 2026 12:57
To: Butt, Kaleb <kbutt@deloitte.ca>
Cc: Keeble, Jeff <jkeeeble@deloitte.ca>
Subject: [EXT] Re: NBC Arrears

Can we cancel today's call due to Canada FIFA game.

Thanks,

Kavinder Dhillon, P.L.Eng.
 LabTest Certification Inc.

Office: +1 604 247 0444
 Mobile: +1 604 805 2016

Sent from my iPhone

On Jun 2, 2026, at 11:23 AM, Butt, Kaleb <kbutt@deloitte.ca> wrote:

CAUTION : External Email

Hi Kavinder,

I am writing to suggest you reach out to Raymond Pai at NBC to discuss the disconnect in the amount of arrears in NBC's records and those you asserted during our call a few weeks ago. We think a call between the two of you this week would be beneficial to both parties. I will leave to you to reach out to him directly.

Regards,

Kaleb Butt, CPA

Manager | Strategy, Risk, and Transactions Group

Deloitte LLP

410 W Georgia St.,

Vancouver, BC, V6B 1Z3, Canada

D: (604) 595-5422 | M: (672) 963-9556

kbutt@deloitte.ca | www.deloitte.ca

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<image001.png>

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