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

PETITION TO THE COURT

ON NOTICE TO:

LABTEST CERTIFICATION INC.
205-8291 92 Street
Delta, BC V4G 0A4

LABTEST CERTIFICATION ONTARIO INC.
2520 Bristol Circle
Oakville, Ontario L6H 5S1

2842878 ONTARIO INC.
2520 Bristol Circle
Oakville, Ontario L6H 5S1

GOSHU PRODUCTS/SERVICES INC.
205-8291 92 Street
Delta, BC V4G 0A4

KAVINDER SINGH DHILLON
10386 – 143rd Street
Surrey, BC V3T 4T6

MUANALYSIS INC.
2301 St. Laurent Boulevard, 500
Ottawa, ON K1G 4S8

The address of the registry is: 800 Smithe Street, Vancouver, British Columbia

The Petitioner estimates that the hearing of the Petition will take 2 hours.

This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below by National Bank of Canada.

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

(a) file a Response to Petition in Form 67 in the above-named Registry of this Court within the time for Response to Petition described below, and

(b) serve on the Petitioner

(i) 2 copies of the filed Response to Petition, and

(ii) 2 copies of each filed Affidavit on which you intend to rely at the hearing

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

Time for Response To Petition

A Response to Petition must be filed and served on the Petitioner,

(a) if you were served with the Petition anywhere in Canada, within 21 days after service,

(b) if you were served with the Petition anywhere in the United States of America, within 35 days after that service,

(c) if you were served with the Petition anywhere else, within 49 days after that service, or

(d) if the time for response has been set by order of the court, within that time.

(1)	The ADDRESS FOR SERVICE of the Petitioner is: Blake, Cassels & Graydon LLP Barristers & Solicitors 3500 - 1133 Melville Street Vancouver, BC V6E 4E5 Attention: Peter L. Rubin and Encina Roh
	E-mail address for service of the Petitioner: vancouver.service@blakes.com; peter.rubin@blakes.com; and encina.roh@blakes.com (delivery to all three email addresses is required for service)
(2)	The name and office address of the Petitioner's lawyer is: Blake, Cassels & Graydon LLP Barristers & Solicitors 3500 - 1133 Melville Street Vancouver, BC V6E 4E5 Attention: Peter L. Rubin and Encina Roh

CLAIM OF THE PETITIONER

Part 1: ORDER SOUGHT

1. An order (the "**Receivership Order**") substantially in the form attached as **Schedule "A"**:

   (a) appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver of the property, assets, and undertakings of 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 Petitioner against the Company, Kavinder Singh Dhillon ("**Mr. Dhillon**"), and MuAnalysis Inc. ("**MuAnalysis**", and together with Mr. Dhillon and the Company, 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.

2. Such further and other relief as counsel may advise and this Court deems to be just and convenient in the circumstances.

Part 2: FACTUAL BASIS

Introduction

3. The Company provides product safety testing, inspection, and certification services to customers who manufacture and sell medical, electrical, chemical, and other products that are required to comply with Canadian and international regulations and standards to be eligible for sale or use (the "**Business**").

4. The Company owns: (a) lands located at #204, #205, and #206-8291 92 Street in Delta, British Columbia and #3128-20800 Westminster Highway in Richmond, British Columbia (the "**BC Property**"); and lands located at 2520 and 2528 Bristol Circle, Oakville in Ontario (the "**Ontario Property**").

5. National Bank of Canada (the "**Bank**") is the primary secured lender to the Company and holds a first ranking charge over the Company's property, assets, and undertakings including the BC Property and the Ontario Property.

6. In connection with the financing of the Business, the Bank provided the following loan facilities to Labtest, Labtest Ontario, Goshu, and 284 Ontario:

   (a) <u>Labtest:</u>

      i. a demand operating loan in the amount of $500,000 (the "**Labtest Demand Loan**") and a business credit card with a limit in the amount of $100,000 (the "**Labtest Business Credit Card**") pursuant to a loan agreement dated May 8, 2024, as amended by a credit amendment/renewal agreement dated July 24, 2024 (the "**First Labtest Amendment Agreement**"), a credit amendment/renewal agreement dated December 30, 2024 (the "**Second Labtest Amendment Agreement**"), and a credit amendment/renewal agreement dated March 5, 2025 (the "**Third Labtest Amendment Agreement**") (collectively, the "**Labtest Loan Agreement**"); and

ii. a business credit card with a limit in the amount of US $10,000 (the "**Labtest U.S. Business Credit Card**" and, together with the Labtest Business Credit Card and the Labtest Demand Loan, the "**Labtest Loan**") pursuant to a credit agreement dated January 15, 2025 (the "**Labtest U.S. Credit Card Facility Credit Agreement**").

(b) Labtest Ontario: a demand operating loan in the amount of $100,000 (the "**Labtest Ontario Demand Loan**") and a business credit card with a limit in the amount of $50,000 (the "**Labtest Ontario Business Credit Card**" and, together with the Labtest Ontario Demand Loan, the "**Labtest Ontario Loan**") pursuant to a loan agreement dated May 8, 2024, as amended by a credit amendment/renewal agreement dated July 24, 2024 (the "**Labtest Ontario Amendment Agreement**") (collectively, the "**Labtest Ontario Loan Agreement**").

(c) Goshu: a demand collateral mortgage loan in the amount of $7,500,000 (the "**Goshu Loan**") pursuant to a loan agreement dated May 8, 2024, as amended by a credit amendment/renewal agreement dated July 24, 2024 (the "**Goshu Amendment Agreement**") (collectively, the "**Goshu Loan Agreement**").

(d) 284 Ontario: a demand collateral mortgage loan in the amount of $9,800,000 (the "**284 Ontario Loan**", and together with the Labtest Loan, the Labtest Ontario Loan, and the Goshu Loan, the "**Loans**") pursuant to a loan agreement dated July 24, 2024 (the "**284 Ontario Loan Agreement**", and together with the Labtest Loan Agreement, the Labtest U.S. Credit Card Facility Credit Agreement, the Labtest Ontario Loan Agreement, and the Goshu Loan Agreement, the "**Loan Agreements**").

7. The purpose of the Loans was, among other things, to provide financing for the Company to run day-to-day operations for the Business. The Bank advanced funds to the Company pursuant to the Loan Agreements and as at June 26, 2026, the amount remaining owing to the Bank under the Loans was $17,621,821.65 (not including all fees, expenses and other obligations owing or continuing to accrue under the Loan Agreements and related documents) (the "**Indebtedness**").

8. As is described in greater detail below, to secure payment of its obligations to the Bank, the Company has provided a comprehensive security package (collectively, the "**Security**") to the Bank. The Security underlying the Loans includes a mortgage on the BC Property in the amount of $9,015,000 (the "**BC Mortgage**"), a mortgage on the Ontario Property in the amount of $12,000,000 (the "**Ontario Mortgage**", and together with the BC Mortgage, the "**Mortgages**"), and general security agreements in favour of the Bank (collectively, the "**GSA**").

9. The Company has been in default of its obligations under the Loan Agreements since at least September 2025. Among other defaults, the Company has failed to repay in full, following a formal demand by the Bank on June 2, 2026 (the "**Demand Letter**"), all outstanding indebtedness owing by it under the Loan Agreements by June 23, 2026, pursuant to the terms of the Loan Agreements.

10. Despite being in default of the Loans since at least September 2025, the Company has not met its commitments to the Bank and repaid in full the Indebtedness.

11. The Bank seeks the immediate appointment of Deloitte as receiver over the assets, undertakings, and property of the Company to protect the Bank's secured position, prevent the potential impairment of value of the Company's property, and assume conduct of the sale of the Business and its assets in the interests of all affected stakeholders.

The Business and the Properties

12. Labtest and Labtest Ontario conduct and operate the Business.

13. Goshu and 284 Ontario are real estate holding companies. Goshu is the registered owner of the BC Property, and 284 Ontario is the registered owner of the Ontario Property.

14. Mr. Dhillon is the Chairman, President, and CEO of the Company and MuAnalysis.

15. The Company carries on business on lands located in British Columbia and Ontario, including the following parcels comprising the BC Property and the Ontario Property:

(a) <u>the BC Property</u>:

i. #204-8291 92 Street, Delta, legally described as Strata Lot 3 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-514;

ii. #205-8291 92 Street, Delta, legally described as Strata Lot 4 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-522;

iii. #206-8291 92 Street, Delta, legally described as Strata Lot 5 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-531;

iv. #3128-20800 Westminster Highway, Richmond, legally described as Strata Lot 51 Section 9 Block 4 North Range 4 West New Westminster District Strata Plan LMS2129 with PID: 023-197-234; and

(b) <u>the Ontario Property:</u>

i. 2520 Bristol Circle, Oakville, legally described as PCL BLOCK 2-11, SEC 20M492; PT BLK 2, PL 20M492, PART 8 AND 64, 20R9192; S/T H396405; S/T H395923 OAKVILLE with PIN: 24902-0205.

16. The portion of the Ontario Property located at 2528 Bristol Circle, Oakville, legally described as PCL BLOCK 2-10, SEC 20M492; PT BLK 2, PL 20M492, PART 7 AND 63, 20R9192; S/T H396401; S/T H395923 OAKVILLE with PIN: 24902-0204 is currently rented out to a third party.

17. The Company's headquarters are located in Delta, British Columbia.

The Loans and Security

(A) The Loans

18. Pursuant to the Labtest Loan Agreement, the Bank provided Labtest with the following facilities:

(a) A demand operating loan in the amount of $500,000 to run day-to-day business operations. A temporary bulge of $200,000 was provided pursuant to the Second Labtest Amendment Agreement until February 28, 2025 (which date was extended to April 30, 2025 pursuant to the Third Labtest Amendment Agreement).

(b) A business credit card with a limit in the amount of $100,000 to run day-to-day business operations.

19. Pursuant to the Labtest U.S. Credit Card Facility Credit Agreement, the Bank provided Labtest with a business credit card with a limit in the amount of US $10,000 to run day-to-day business operations.

20. Pursuant to the Labtest Ontario Loan Agreement, the Bank provided Labtest Ontario with the following facilities:

(a) A demand operating loan in the amount of $100,000 to run day-to-day business operations.

(b) A business credit card with a limit in the amount of $50,000 to run day-to-day business operations.

21. Pursuant to the Goshu Loan Agreement, the Bank has provided Goshu with a demand collateral mortgage loan in the amount of $7,500,000 for paying out financing amounts and tax amounts to the Canada Revenue Agency ("**CRA**").

22. Pursuant to the 284 Ontario Loan Agreement, the Bank has provided 284 Ontario with a demand collateral mortgage loan in the amount of $9,800,000 for paying out financing amounts and buying out other shareholders.

23. The Loans provided for in the Loan Agreements are demand loans payable upon a demand made by the Bank and irrespective of any breaches or defaults.

24. The Loan Agreements, with the exception of the Labtest U.S. Credit Card Facility Credit Agreement, are subject to a cross default agreement dated July 31, 2024 among the Bank, 284 Ontario, Goshu, Labtest and Labtest Ontario (the "**Cross Default Agreement**"). Pursuant to the Cross Default Agreement, each of 284 Ontario, Goshu, Labtest and Labtest Ontario agreed that a default by any of them under their respective Loan Agreements will also constitute a default under each of the other Loan Agreements (except for the Labtest U.S. Credit Card Facility Credit Agreement).

25. With respect to all facilities under the Loans, the total Indebtedness owing by the Company under the Loan Agreements as of June 26, 2026, was $17,621,821.65 (not including all fees, expenses and other obligations owing or continuing to accrue under the Loan Agreements and related documents).

26. As of June 26, 2026, the Indebtedness includes the following amounts of outstanding and accrued interest payable on the Loans:

(a) the 284 Ontario Loan: $29,146.94, with interest increasing at $1,614.29 per day;

(b) the Goshu Loan: $43,085.93, with interest increasing at $1,275.86 per day;

(c) the Labtest Loan: $1,948.13, with interest increasing at $78.40 per day; and

(d) the Labtest Ontario Loan: $376.45, with interest increasing at $13.60 per day.

(B) Security for the Loans

27. To secure its obligations under the Loan Agreements, the Company granted the Bank Security over its assets, undertakings, and property. This Security includes a first-ranking collateral mortgage and assignment of rents on the BC Property pursuant to the BC Mortgage registered on May 23, 2024, in the amount of $9,015,000, and a first-ranking collateral mortgage and assignment of rents on the Ontario Property pursuant to the Ontario Mortgage registered on August 7, 2024, in the amount of $12,000,000.

28. Each of Labtest, Labtest Ontario, MuAnalysis, Goshu, and 284 Ontario has executed a GSA in favour of the Bank with respect to all of their present and after acquired property securing all obligations, indebtedness and liability owing to the Bank.

29. Each of Labtest, Goshu, Labtest Ontario, MuAnalysis and Mr. Dhillon has executed assignment and postponement agreements in favour of the Bank with respect to indebtedness owing to one another and to 284 Ontario.

30. The Labtest Loan is guaranteed by Labtest Ontario, MuAnalysis, Goshu, 284 Ontario and Mr. Dhillon, who have each granted a guarantee of Labtest's obligations to the Bank under the Labtest Loan Agreement.

31. The Labtest Ontario Loan is guaranteed by Labtest, MuAnalysis, Goshu, 284 Ontario and Mr. Dhillon, who have each granted a guarantee of Labtest Ontario's obligations to the Bank under the Labtest Ontario Loan Agreement.

32. The Goshu Loan is guaranteed by Labtest, Labtest Ontario, MuAnalysis, 284 Ontario and Mr. Dhillon, who have each granted a guarantee of Goshu's obligations to the Bank under the Goshu Loan Agreement.

33. The 284 Ontario Loan is guaranteed by Labtest, Labtest Ontario, Goshu, MuAnalysis, and Mr. Dhillon, who have each granted a guarantee of 284 Ontario's obligations to the Bank under the 284 Ontario Loan Agreement.

The Company's Defaults

34. The Company defaulted on its monthly payment obligations pursuant to the Goshu Loan in November 2025, December 2025, January 2026, April 2026, and May 2026 (collectively, the "**Goshu Payment Defaults**").

35. The Company further defaulted on its monthly payment obligations pursuant to the Goshu Loan in June 2026 (the "**Goshu June Payment Default**").

36. The Company has failed, following the Bank's formal demand in the Demand Letter, to pay all outstanding indebtedness pursuant to the Loan Agreements (the "**Payment Default**").

37. In addition, other defaults of the Company known to the Bank include the following:

(a) in contravention of the terms of the Loan Agreements for the fiscal year ending December 31, 2024, the Company failed 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 1.30, maintained by Labtest on a combined basis with Labtest Ontario, MuAnalysis, and Goshu;

(b) in contravention of the terms of the Loan Agreements, the Company breached its reporting requirements to provide the following documents and information within 120 days following the fiscal year ending December 31, 2025:

i. the financial statements of Labtest;

ii. the financial statements of Labtest Ontario;

iii. the financial statements of MuAnalysis;

iv. the financial statements of Goshu;

v. the combined financial statements of Labtest, Labtest Ontario, Goshu, and MuAnalysis; and

vi. the projections for Labtest, Labtest Ontario and MuAnalysis for the upcoming fiscal year, including the balance sheet and the income statement;

(c) in contravention of section 1.1(b) of Schedule "A" to each of the Labtest Loan Agreement, the Labtest Ontario Loan Agreement, and the Goshu Loan Agreement, each of Labtest, Labtest Ontario, and Goshu breached the contractual covenant not to pay their shareholders, officers or directors an amount which would cause a breach of the above financial tests, regardless of how that payment is made or credited, without the Bank's written approval;

(d) in contravention of section 1.1(d) of Schedule "A" to each of the Labtest Loan Agreement, the Labtest Ontario Loan Agreement, the Goshu Loan Agreement, and the 284 Ontario Loan Agreement, each of Labtest, Labtest Ontario, Goshu, and 284 Ontario breached the contractual covenant not to sell, transfer, lease or otherwise dispose of any part of their property or assets, without the Bank's written approval, except in the ordinary course of their business;

(e) in contravention of section 1.1(f) of Schedule "A" to each of the Labtest Loan Agreement, the Labtest Ontario Loan Agreement, and the Goshu Loan Agreement, each of Labtest, Labtest Ontario, and Goshu breached the contractual covenant not to invest in, lend to, guarantee or otherwise agree to pay money or perform obligations on behalf of a third party, except as permitted under the Labtest Loan Agreement;

(f) in contravention of section 1.1(g) of Schedule "A" to each of the Labtest Loan Agreement, the Labtest Ontario Loan Agreement, the Goshu Loan Agreement, and the 284 Ontario Loan Agreement, each of Labtest, Labtest Ontario, Goshu, and 284 Ontario breached the contractual covenant to file on a timely basis, all tax returns which are required to be filed, to pay all taxes and other potential priority claims which are or will become due and payable; and

(g) in contravention of the terms of the 284 Ontario Loan Agreement, 284 Ontario breached its reporting requirements to provide the following documents and information within 120 days following the fiscal year ending December 31, 2025:

i. the statements of account from the CRA confirming that there are no tax arrears from 284 Ontario; and

ii. the confirmation of paid property taxes on all properties mortgaged to the Bank

(and together with the Payment Default and the Goshu June Payment Default, the "**Defaults**").

The Company's History of Non-Compliance

38. On September 24, 2025, the Bank wrote to each of Labtest, Labtest Ontario, Goshu, and 284 Ontario to advise of certain of the Defaults by the Company, including breaches of certain reporting requirements, financial covenants, and other conditions (the "**September 2025 Breach Letters**"). The Bank agreed to temporarily waive certain of the Defaults pursuant to the September 2025 Breach Letters.

39. Since February 4, 2026, the Bank has engaged in extensive communications with the Company to, among other things, request information and documents from the Company pursuant to the Loan Agreements to verify the Company's financial circumstances given the Company's numerous and significant defaults. Such information and documents include but are not limited to documents substantiating the income tax amounts, GST and HST amounts, payroll source deduction amounts, and property tax amounts owed by the Company. Despite the Bank's numerous follow-up emails and calls with the Company, the Company has repeatedly ignored or delayed its responses to the Bank's requests and has not provided the requested information and documents adequately or in their complete form.

40. On or about February 18, 2026, the Bank discovered that material amounts of priority payables, including income tax amounts, GST and HST amounts, payroll source deduction amounts, and property tax arrears, had not been paid by the Company.

41. On April 13, 2026, the Bank, with the consent of the Company, engaged Deloitte as its financial advisor to, among other things, review, assess, and monitor the Company's financial position, its Business and its assets. Following its engagement, Deloitte sent the Company an information request (the "**Deloitte Request**"). Despite following up extensively with the Company since that time, the Company has not provided all the documents responsive to the Deloitte Request. The documents that have been provided by the Company have repeatedly been

required to be returned by Deloitte to the Company due to lack of completeness and other errors or missing information.

42. Further, despite agreeing with Deloitte to attend scheduled weekly update calls (the "**Update Calls**") each Thursday following May 6, 2026, Mr. Dhillon has repeatedly failed to attend certain Update Calls with Deloitte.

43. In May 2026, the Bank discovered that the Company had opened and was utilizing accounts with Royal Bank of Canada ("**RBC**") and Wells Fargo Bank ("**Wells Fargo**") and that the Company's primary bank accounts were not held at the Bank but were held at RBC and Wells Fargo. Considering the Company's lack of reliable financial reporting (as discussed in further detail below), the Bank was concerned that the Company's accounts at RBC and Wells Fargo were being utilized to make advances and for other purposes that were not permitted pursuant to the terms of the Loan Agreements.

44. On May 19, 2026, in a letter to the Company, counsel to the Bank wrote to provide notice to the Company of the Goshu Payment Defaults (the "**Notice Letter**"). In the Notice Letter, the Bank requested that the Company provide Deloitte with certain information and documents, including RBC and Wells Fargo bank statements and access to the Company's Salesforce account (the Company's new accounting system), by May 22, 2026.

45. On May 19, 2026, in an email to the Bank (the "**May 19 Email**"), the Company responded to the Notice Letter by email and asserted, among other things, that a repayment plan had been reached between the Company and the Bank and that sufficient funds had been available in the applicable accounts to satisfy the Goshu Payment Defaults. Further, on May 21, 2026, the Company advised Deloitte that it would not be providing certain of the information requested by the Bank in the Notice Letter, since the Company deemed such information as outside the scope of Deloitte's engagement or would cause the Company to incur additional costs to obtain.

46. On or about May 25, 2026, the Bank discovered that the CRA audited the Company's payroll in Ontario and British Columbia and uncovered arrears owing by the Company in the amount of approximately $700,000 (BC payroll) and $240,000 (ON payroll).

47. On June 2, 2026, counsel to the Bank responded to the May 19 Email and refuted the Company's claims as set out in the May 19 Email (the "**Response Letter**"). The Bank reiterated that it had not entered into any form of a repayment agreement with the Company and noted that in Goshu's account statements with the Bank from September 2025 to May 2026, there have repeatedly been insufficient funds in Goshu's chequing account from which the Bank's system could automatically withdraw funds to satisfy payments towards the Goshu Loan. The Bank further noted that as of the date of the Response Letter, the Goshu Payment Defaults remained outstanding.

48. On June 2, 2026, counsel to the Bank issued the Demand Letter to the Company, which: (a) demanded payment of all outstanding indebtedness under the Loan Agreements by June 23, 2026 (noting that the Loans provided for in the Loan Agreements are demand loans payable upon a demand made by the Bank and irrespective of any breaches or defaults); and (b) provided a notice of intention to enforce security pursuant to section 244 of the Bankruptcy and Insolvency Act, RSC 1985, c B-3 (the "**BIA**").

49. On June 3, 2026, in an email to the Bank, the Company alleged that the Demand Letter contained incorrect information but did not further substantiate these allegations. The Company

further confirmed that it would contact its lawyer with respect to the alleged misinformation contained in the Demand Letter.

50. The Company and the Guarantors did not engage legal counsel to respond to the Demand Letter by June 23, 2026, or repay the outstanding indebtedness under the Loan Agreements to the Bank by June 23, 2026.

51. On or about June 25, 2026, the Bank discovered that at the fiscal year ending December 31, 2024, the Company had, in breach of the terms of the Loan Agreements, withdrawn a total of $419,228 from its accounts and had advanced such amounts to Mr. Dhillon and to certain third parties indirectly affiliated with the Company without the Bank's approval.

52. On June 26, 2026, the Company deposited sufficient funds into its accounts with the Bank and authorized the Bank to apply the funds to rectify the Goshu Payment Defaults. However, the Company did not rectify the Goshu June Payment Default.

53. As of June 26, 2026, the Loans had all been nearly maxed out by the Company. The Indebtedness as of June 26, 2026 was $17,621,821.65 (not including all fees, expenses and other obligations owing or continuing to accrue under the Loan Agreements and related documents).

The Bank's Concerns

54. As set out above and since the fall of 2025, the Bank has provided multiple opportunities to the Company to rectify the Defaults. Despite such indulgences by the Bank and being afforded ample time to do so, the Company has not rectified the Defaults or repaid the Indebtedness. For the reasons set out in further detail below, among others, the Bank has lost all confidence in the Company.

Provision and Quality of Information Issues

55. The Company has remained uncooperative with respect to requests for information and updates from both the Bank and Deloitte. The Company has not only consistently failed to provide complete and reliable information, but has delayed responding to requests and has expressly refused to provide requested information notwithstanding repeated requests from the Bank and Deloitte. The information that has been produced by the Company to the Bank and to Deloitte was often incomplete, lacked sufficient supporting detail, or was not suitable for meaningful analysis, resulting in repeated requests for clarification and supporting documentation.

56. Indeed, the Bank's concerns with the Company are not limited to delays in the production of information but extend to the overall reliability, completeness and consistency of information provided by the Company. While the Company has disputed and provided inconsistent representations regarding the quantum and the repayment status of the Indebtedness to the Bank, the Company has made no material efforts to substantiate its position.

Failure to Disclose and Lack of Transparency

57. The Company's initial representations to the Bank and to Deloitte of its exposure to the CRA have been materially understated. Due to the lack of sufficient supporting documentation from the Company, the Bank currently has no visibility into the Company's total exposure to the CRA.

58. The Bank also has limited visibility into the Company's cross-border cash flows and intercompany funding. The Company has taken the position that information relating to the Company's operations in the United States is not required to be shared as such operations do not form part of the Bank's Security. The Company's refusal to disclose such information has impaired Deloitte's ability to assess potential U.S. liabilities, regulatory obligations, and overall financial performance of the U.S. operations, which raises concerns for the Bank regarding the Company's management focus, capital allocation, and transparency.

59. The Company's sale process for the Business has been marked by repeated short-term assurances from the Company that have not materialized. The Company has repeatedly represented to Deloitte that milestones with respect to a potential sale of the Business to a third party would occur in short order, but documentation supporting these representations has generally not been provided despite repeated requests from Deloitte. It is currently unclear to the Bank how far into the sale process the Company is, and what additional due diligence is still required. The Bank is not confident about the likelihood, timing or ability of the Company to successfully provide due diligence information and execute and close a transaction for the Business and its assets.

Data and Operational Integrity Issues

60. The Bank is also of the view that the Company's financial reporting is not reliable. The Company's current operations require frequent intercompany transactions, which are poorly documented and appear to be centrally controlled by Mr. Dhillon. Testing undertaken by Deloitte identified that none of the sampled bank transactions provided by the Company were linked to journal entries, which indicates fundamental breakdowns in accounting controls, and that the Company appears to permit movement of cash without consistent recording or approval documentation. Moreover, since the Company migrated to Salesforce on January 1, 2026, details for the fiscal year 2025 balance sheet have been omitted, which has required manual reconstruction of balances that has been ongoing since the start of the year.

61. Compounding the Bank's concerns is the fact that the Company operates the Business on a cash basis and does not perform formal month-end closings, which makes it difficult to assess profitability on a monthly basis. Supplier invoices relating to sales by the Company for any given month may not be received and entered into the Company's Salesforce account until months later.

62. Based on its dealings and correspondence with the Company, the Bank is not confident in the ability and reliability of the Company's current personnel. The Bank is of the view that: (a) the Company's management lacks the capacity, sophistication, and strategy to operate the Business as a going concern and to execute on the sale of the Business and its assets; and (b) the Company's accounting personnel lack the capability to prepare cash flow forecasts, perform financial analysis, or articulate accounting policies.

63. In light of the current circumstances, the Bank is of the view that there is no other option for recovering the Indebtedness than to seek the appointment of a receiver over the property, assets, and undertakings of the Company for the benefit of all stakeholders.

Part 3: LEGAL BASIS

Jurisdiction to Grant the Requested Relief

64. The jurisdiction of this Court to grant the Receivership Order is found in subsection 39(1) of the *Law and Equity Act*, R.S.B.C. 1996, c. 253 (the "**LEA**") and section 243 of the BIA, among other statutes.

The Test for Appointing a Receiver

65. Subsection 39(1) of the LEA allows for the appointment of a receiver where it is "just or convenient" to do so.

66. Section 243 of the BIA provides that this Court may appoint a receiver to do any or all of the following if it considers it to be "just or convenient" to do so:

(a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;

(b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or

(c) take any other action that the court considers advisable.

67. In *Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, this Court identified several factors that may inform a determination of whether it is "just and convenient" in all of the circumstances to appoint a receiver, including:

(a) whether irreparable harm might be caused if no order were made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed, particularly where the appointment of a receiver is authorized by the security documentation;

(b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;

(c) the nature of the property;

(d) the apprehended or actual waste of the debtor's assets;

(e) the preservation and protection of the property pending judicial resolution;

(f) the balance of convenience to the parties;

(g) the fact that the creditor has the right to appoint a receiver under the documentation provided for in the loan;

(h) the enforcement of rights under a security instrument where the security holder encounters or expects to encounter difficulty with the debtor and others;

(i) the principle that the appointment of a receiver is extraordinary relief which should be granted cautiously and sparingly;

(j) the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties more efficiently;

(k) the effect of the order upon the parties;

(l) the conduct of the parties;

(m) the length of time that a receiver may be in place;

(n) the cost to the parties;

(o) the likelihood of maximizing return to the parties; and,

(p) the goal of facilitating the duties of the receiver.

***Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, 2009 BCSC 1527 ["*Maple Trade*"] at para. 25; *Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership*, 2024 BCSC 47 ["*Haro-Thurlow*"] at paras. 72–75.**

68. In applying these factors, this Court has held that the contractual right of a secured creditor to apply for a receiver under a security agreement is a 'strong factor' in support of the imposition of a receiver and that 'considerable weight' can be placed on that contractual right.

***Maple Trade* at para. 26; *Ward Western Holdings Corp. v. Brosseuk*, 2022 BCCA 32 at paras. 65-66; *V K Delivery & Moving Services Ltd. (Re)*, 2025 BCSC 2454 at para. 48.**

69. In *Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership*, this Court confirmed that a secured creditor who holds security over real estate assets is entitled to elect the means by which its security will be enforced, including by way of foreclosure or the appointment of a receiver.

***Haro-Thurlow* at paras. 95, 98; see also *Farm Credit Canada v Desert Valley Vineyard Ltd.*, 2026 BCSC 893 at para. 35.**

It is Just and Convenient to Appoint a Receiver in the Circumstances

70. It is just and convenient to appoint a receiver over the Company's assets, undertakings, and property on the terms sought by the Bank for, among others, the following reasons:

(a) the Company has failed to pay all outstanding indebtedness under the Loan Agreements by June 23, 2026, pursuant to the Demand Letter;

(b) the Company repeatedly defaulted on its monthly payment obligations pursuant to the Goshu Loan (in November 2025, December 2025, January 2026, April 2026, May 2026, and June 2026);

(c) the Company has failed to rectify the Goshu June Payment Default;

(d) the Bank made formal demand on the Company by way of the Demand Letter and all applicable statutory notice periods have expired;

(e) the Bank has the right to appoint a receiver under the Security, including the GSA;

(f) notwithstanding the numerous notices provided by the Bank and counsel to the Bank to the Company of the Defaults since September 2025, when the Company first began defaulting on its financial obligations under the Loan Agreements, the Company has not found a solution to its financial problems and has not repaid the Bank;

(g) the Bank does not have confidence that the Company and the Guarantors will be able to pay back the Indebtedness without the assistance of a receiver;

(h) it is necessary and appropriate that a receiver be immediately appointed to protect the Bank's security and realize value for all stakeholders; and

(i) the balance of convenience favours the appointment of a receiver in these circumstances.

71. Deloitte has acted as a financial advisor to the Company and is informed and knowledgeable about the Company, its assets, and its financial challenges. Deloitte is a trustee as defined by the BIA, has consented to act as the receiver, and is experienced in court-appointed receivership proceedings. Deloitte therefore satisfies the requirements for appointment under the BIA.

72. For the above reasons, the Bank submits that it is just and convenient that this Court appoint Deloitte as receiver of all the Company's assets, undertakings, and property on the terms set out in the proposed Receivership Order.

73. The Bank further relies on the *Personal Property Security Act*, R.S.B.C. 1996, c. 359, Rules 21-7 (Foreclosure and Cancellation), 10-2 (Receivers), and 13-5 (Sales by the Court) of the *Supreme Court Civil Rules*, BC Reg 168/2009, and such other legal basis as counsel may advise.

Part 4: MATERIALS TO BE RELIED ON

74. Affidavit #1 of Jennifer Alambre, made July 15, 2026;

75. Affidavit #2 of Jennifer Alambre, made July 15, 2026;

76. Affidavit #1 of Raymond Pai, made July 16, 2026; and

77. such other materials as counsel may advise and this Court allows.

Date: July 16, 2026

Signature of lawyer for National Bank of Canada
Peter Rubin

To be completed by the court only:

Order made

[ ] in the terms requested in paragraphs ………… of Part 1 of this petition
[ ] with the following variations and additional terms:
……………………………………………………………
……………………………………………………………
……………………………………………………………

Date: ….*[dd/mmm/yyyy]*….. ……………………………………
Signature of [ ] Judge [ ] Associate Judge

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The Petitioner, National Bank of Canada, claims the right to serve this petition on the Respondents, Labtest Certification Ontario Inc., 2842878 Ontario Inc., and MuAnalysis Inc., outside British Columbia on the grounds that renumerated in Sections 10(e) and 10(h) of the *Court Jurisdiction and Proceedings Transfer Act,* that the proceeding:

(e) concerns contractual obligations, and

(i) the contractual obligations, to a substantial extent, were to be performed in British Columbia,

(ii) by its express terms, the contract is governed by the law of British Columbia, or

(iii) the contract

(A) is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and

(B) resulted from a solicitation of business in British Columbia by or on behalf of the seller; and

(h) concerns a business carried on in British Columbia.

SCHEDULE “A”

No. ____________
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

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE JUSTICE ____________	))))	________________, 2026

ON THE APPLICATION of National Bank of Canada (the "**Petitioner**") for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") appointing Deloitte Restructuring Inc. ("**Deloitte**") as Receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of 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**") acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this [--] day of July 2026 at 800 Smithe Street, Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Raymond Pai made July 16, 2026, Affidavit #1 of Jennifer Alambre made July 15, 2026, Affidavit #2 of Jennifer Alambre, made July 15, 2026, and the consent of Deloitte to act as the Receiver dated July 10, 2026; AND ON HEARING Peter Rubin, Counsel for the Petitioner and other counsel as listed on **Schedule "A"** hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, Deloitte is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtors, including those lands and premises enumerated in **Schedule "B"** hereto, and including all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

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

   (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or in respect of the Property, including, without limitation, the Debtors' bank accounts, wherever located;

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

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

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

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

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

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

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

(i) to undertake environmental studies, other reports customary in respect of the sale of real property, or workers' health and safety assessments of the Property and operations of any of the Debtors;

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

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

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

   (i) without the approval of this Court in respect of a single transaction for consideration up to $100,000, provided that the aggregate consideration for all such transactions does not exceed $500,000; and

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

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

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

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate, and to conduct any investigations associated with the Debtors' business or the Property as the Receiver deems appropriate;

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

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

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

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

(s) to bankrupt any of the Debtors, if and when the Receiver deems appropriate; and

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

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

3. Subject to further Court order, the Receiver's powers to market and sell the Property shall be exclusive, and no further rights with respect to the conduct of sale of the Property shall be granted to any other party.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

6. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities (in each case within the timeframe specified by the Receiver in writing or such other timeframe as may be agreed between the Receiver and such Person), provided however that nothing in paragraphs 5, 6 or 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. No Proceeding against or in respect of any of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of any of the Debtors or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the applicable Debtor and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Debtors, or in respect of the Property, without written consent of

the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PERSONAL INFORMATION

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

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

    (a) before the Receiver's appointment; or

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

20. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:

    (a) any gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court that is not subject to appeal or other review, and after all rights to seek such appeal or other review shall have expired; or

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

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

RECEIVER'S ACCOUNTS

21. The Receiver and its legal counsel are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to the charges, if any, created pursuant to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

24. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges, if any, created pursuant to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

ALLOCATION

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

SERVICE AND NOTICE OF MATERIALS

29. The Receiver shall establish and maintain a website in respect of these proceedings at: www.insolvencies.deloitte.ca/Labtest (the "**Website**") and shall post there as soon as practicable:

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

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

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

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

32. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail

to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

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

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

JUDGMENT AND COSTS

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

36. The Petitioner is hereby granted judgment against the Respondents in the following amounts, together with interest thereon to the date of judgment and the Petitioner's costs of and in relation to these proceedings, as above:

(a)	Labtest Certification Inc.:	$17,621,821.65;
(b)	Labtest Certification Ontario Inc.:	$17,621,821.65;
(c)	2842878 Ontario Inc.:	$17,621,821.65;
(d)	Goshu Products/Services Inc.:	$17,621,821.65;
(e)	Kavinder Singh Dhillon:	$17,621,821.65; and
(f)	MuAnalysis Inc.:	$17,621,821.65.

VALIDITY OF SECURITY

37. The indenture of the mortgage and general assignment of rents granted by Goshu in favour of the Petitioner dated May 14, 2024 and registered in the Land Title Office of British Columbia under charge numbers CB1328411 and CB1328412, 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 (collectively, the "**BC Property**") is a mortgage charging the BC Property in priority to the interests therein or claims thereto of all Respondents and all persons claiming by, through, or under them.

38. The indenture of the mortgage and general assignment of rents between 284 Ontario, as assignor, and the Petitioner, as assignee, dated August 7, 2024 and registered in the Land Registry Office of Ontario under charge numbers HR2050028 and HR2050029, 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 PIN: 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 OAKVILLE with PIN: 24902-0205 (collectively, the "**Ontario Property**") is a mortgage charging the Ontario Property in priority to the interests therein or claims thereto of all Respondents and all persons claiming by, through, or under them.

39. The general security agreement made by Labtest, as debtor, dated May 16, 2024, in favour of the Petitioner, in respect of which a financing statement was filed in the British Columbia Personal Property Registry (the "**PPR**") under base registration number 378106Q on May 14, 2024, constitutes a charge in favour of the Petitioner on all present and after-acquired personal property of Labtest in priority to the interests therein or claims thereto of all Respondents and all persons claiming by, through, or under them.

40. The general security agreement made by Labtest Ontario, as debtor, dated May 16, 2024 in favour of the Petitioner, in respect of which:

    (a) a financing statement was filed in the British Columbia PPR under base registration number 378119Q on May 14, 2024; and

    (b) a financing statement was filed in the Ontario PPR under file number 505375821 on May 14, 2024

constitutes a charge in favour of the Petitioner on all present and after-acquired personal property of Labtest Ontario in priority to the interests therein or claims thereto of all Respondents and all persons claiming by, through, or under them.

41. The general security agreement made by MuAnalysis, as debtor, dated May 16, 2024 in favour of the Petitioner, in respect of which a financing statement was filed in the British Columbia PPR under base registration number 378123Q on May 14, 2024, constitutes a charge in favour of the Petitioner on all present and after-acquired personal property of MuAnalysis in priority to the interests therein or claims thereto of all Respondents and all persons claiming by, through, or under them.

42. The general security agreement made by Goshu, as debtor, dated May 16, 2024 in favour of the Petitioner, in respect of which a financing statement was filed in the British Columbia PPR under base registration number 378102Q on May 14, 2024, constitutes a charge in favour of the Petitioner on all present and after-acquired personal property of Goshu in priority to the interests therein or claims thereto of all Respondents and all persons claiming by, through, or under them.

43. The general security agreement made by 284 Ontario, as debtor, dated July 31, 2024 in favour of the Petitioner, in respect of which a financing statement was filed:

(a) in the British Columbia PPR under base registration number 549242Q on August 2, 2024; and

(b) in the Ontario PPR under file number 507895461 on August 2, 2024

constitutes a charge in favour of the Petitioner on all present and after-acquired personal property of 284 Ontario in priority to the interests therein or claims thereto of all Respondents and all persons claiming by, through, or under them.

44. The assignment and postponement agreements made by Labtest, Labtest Ontario, MuAnalysis and Kavinder Singh Dhillon, each dated May 16, 2024, in favour of the Petitioner, in respect of which a financing statement was filed in the British Columbia PPR under base registration number 378136Q on May 14, 2024, constitute a charge in favour of the Petitioner on all indebtedness, both present and future, including without limiting, the generality of the foregoing, existing indebtedness of Goshu to Labtest, Labtest Ontario, MuAnalysis and Kavinder Singh Dhillon.

45. The assignment and postponement agreements made by Goshu, Labtest Ontario, MuAnalysis and Kavinder Singh Dhillon, each dated May 16, 2024, in favour of the Petitioner, in respect of which a financing statement was filed in the British Columbia PPR under base registration number 378151Q on May 14, 2024, constitute a charge in favour of the Petitioner on all indebtedness, both present and future, including without limiting, the generality of the foregoing, existing indebtedness of Labtest to Goshu, Labtest Ontario, MuAnalysis and Kavinder Singh Dhillon.

46. The assignment and postponement agreements made by Labtest, Goshu, MuAnalysis and Kavinder Singh Dhillon, each dated May 16, 2024, in favour of the Petitioner, in respect of which a financing statement was filed in the British Columbia PPR under base registration number 378164Q on May 14, 2024, constitute a charge in favour of the Petitioner on all indebtedness, both present and future, including without limiting, the generality of the foregoing, existing indebtedness of Labtest Ontario to Labtest, Goshu, MuAnalysis and Kavinder Singh Dhillon.

47. The assignment and postponement agreements made by Labtest, Labtest Ontario, Goshu, MuAnalysis and Kavinder Singh Dhillon, each dated July 31, 2024, in favour of the Petitioner, in respect of which a financing statement was filed in the British Columbia PPR under base registration number 549265Q on August 2, 2024, constitute a charge in favour of the Petitioner on all indebtedness, both present and future, including without limiting, the generality of the foregoing, existing indebtedness of 284 Ontario to the debtors thereunder Labtest, Labtest Ontario, Goshu, MuAnalysis and Kavinder Singh Dhillon.

GENERAL

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

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

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

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

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

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

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

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

APPROVED BY:

____

Signature of Peter Rubin, lawyer for the Petitioner

BY THE COURT

DISTRICT REGISTRAR

SCHEDULE "A"

LIST OF COUNSEL

Counsel/Person Appearing	Party Represented

SCHEDULE "B"

LANDS

British Columbia:

1. #204 8291 92 St, Delta, legally described as Strata Lot 3 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-514;

2. #205 8291 92 St, Delta, legally described as Strata Lot 4 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-522;

3. #206 8291 92 St, Delta, legally described as Strata Lot 5 District Lot 132 Group 2 New Westminster District Strata Plan EPS 1707 with PID: 029-205-531;

4. #3128 20800 Westminster Hwy, Richmond, legally described as Strata Lot 51 Section 9 Block 4 North Range 4 West New Westminster District Strata Plan LMS2129 with PID: 023-197-234; and

Ontario:

5. 2528 Bristol Circle, Oakville, legally described as PCL BLOCK 2-10, SEC 20M492; PT BLK 2, PL 20M492, PART 7 AND 63, 20R9192; S/T H396401; S/T H395923 OAKVILLE with PIN: 24902-0204; and

6. 2520 Bristol Circle, Oakville, legally described as PCL BLOCK 2-11, SEC 20M492; PT BLK 2, PL 20M492, PART 8 AND 64, 20R9192; S/T H396405; S/T H395923 OAKVILLE with PIN: 24902-0205.

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. ____________________

AMOUNT $ ____________________

55. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the Receiver (the "**Receiver**") of all of the assets, undertakings and properties of Labtest Certification Inc., Labtest Certification Ontario Inc., 2842878 Ontario Inc., and Goshu Products/Services Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the _____ day of ____________, 2026 (the "**Order**") made in SCBC Action No. __________ and/or SCBC Action No. __________/Estate No. __________ has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $__________, being part of the total principal sum of $__________ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the _____ day of ______________, 202__.

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

Per:
Name:
Title:

SCHEDULE "D"

DEMAND FOR NOTICE

TO: **National Bank of Canada**
c/o Blake, Cassels & Graydon LLP
Attention: Peter Rubin / Encina Roh
Email: peter.rubin@blakes.com / encina.roh@blakes.com

AND TO: **Deloitte Restructuring Inc.**
Attention: Jeff Keeble / Kaleb Butt
Email: jkeeble@deloitte.ca / kbutt@deloitte.ca

Re: In the matter of the Receivership of Labtest Certification Inc., Labtest Certification Ontario Inc., 2842878 Ontario Inc., and Goshu Products/Services Inc.

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

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

   ____

   OR

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

   ____

   OR

3. By mail, at the following address:

   ____

Name of Creditor: ________________________

Name of Counsel (if any): ________________________

Creditor's Contact Address: ________________________

____

____

Creditor's Contact Phone Number: ________________________