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

NOTICE OF APPLICATION

Name of applicant: Deloitte Restructuring Inc., in its capacity as court-appointed Receiver of all of the assets, undertakings and property of Labtest Certification Inc., Labtest Certification Ontario Inc., 2842878 Ontario Inc. and Goshu Products/Services Inc., and not in its personal capacity (the "**Receiver**")

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

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at 800 Smithe Street, Vancouver, BC, V6Z 2E1 on a date to be set by Notice of Hearing of Application for the orders set out in Part 1 below.

The applicant estimates that the application will take 30 minutes.

The applicant proposes that the matter will be heard on November 19, 2026.

☒ This matter is not within the jurisdiction of an Associate Judge.

Part 1: ORDER(S) SOUGHT

1. An order, substantially in the form attached hereto as **Schedule "B"** (the "**SISP and Borrowing Order**"):

    (a) if necessary, abridging the time for service of this Notice of Application, the First Report of the Receiver dated November 11, 2026 (the "**First Report**") and any other supporting materials, such that this application is properly returnable on the date set by Notice of Hearing of Application, and dispensing with service on any person other than those on the Service List (as defined in the Receivership Order, defined below);

    (b) approving the sale and investment solicitation process described in the First Report and in the Sale Process Summary attached as Appendix "B" to it (the "**SISP**"), and authorizing the Receiver to conduct the SISP in accordance with its terms;

    (c) approving and ratifying the actions, conduct and activities of the Receiver from the date of the Receivership Order (defined below) to the date of the SISP and Borrowing Order, as described in the First Report, including the steps taken to implement the SISP under the Receiver's existing authority; and

    (d) increasing the Receiver's Borrowings Charge (as defined in the Receivership Order), and the maximum outstanding principal amount the Receiver is authorized to borrow under paragraph 24 of the Receivership Order, from $500,000 to $1,250,000; and

2. such further and other relief as counsel may advise and this Court deems just and appropriate in the circumstances.

Part 2: FACTUAL BASIS

1. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Receivership Order or the First Report, as applicable.

Background

2. On July 16, 2026, National Bank of Canada (the "**Petitioner**") commenced this proceeding by petition (the "**Petition**"). As at June 26, 2026, the Petitioner was owed $17,621,821.65 under its loan facilities, exclusive of continuing fees, expenses and other accruing obligations.

3. On September 15, 2026, the Supreme Court of British Columbia (the "**Court**") granted an order (the "**Receivership Order**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253 (the "**LEA**"), appointing Deloitte Restructuring Inc. as Receiver, without security, of all of the assets, undertakings and property, including all proceeds (the "**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**").

4. Labtest and Labtest Ontario carry on a product safety testing, inspection and certification business for manufacturers whose products must comply with Canadian, U.S. and international standards (the "**Business**"). Goshu and 284 Ontario are real estate holding companies that own, respectively, the BC Property and the Ontario Property (each as defined in the Receivership Order, and together, the "**Real Property**"), from which the Canadian operations are carried on. The Receiver continues to operate the Business as a going concern.

5. The Business operates from five locations: Delta and Richmond, British Columbia; Oakville, Ontario; Las Vegas, Nevada; and Garland, Texas. The U.S. operations are carried on by Lab Test Certification Inc., a Nevada corporation, and its subsidiary ExVeritas North America LLC, a Texas limited liability company (together, the "**U.S. Subsidiaries**"). The U.S. Subsidiaries are not Debtors, but Labtest owns all of the issued shares of Lab Test Certification Inc., which form part of the Property.

The SISP

6. Before the receivership, management pursued a limited sale process with two parties and, on August 7, 2026, entered into a non-binding letter of intent with one of them ("**Party A**"). The Receiver advanced Party A's diligence after its appointment, but Party A withdrew on October 27, 2026.

7. Under paragraph 2(k) of the Receivership Order, the Receiver has commenced the SISP, which is described in a sale process summary (the "**Sale Process Summary**") and a teaser (the "**Teaser**"), attached as Appendices "B" and "C", respectively, to the First Report. The Sale Process Summary governs in the event of any inconsistency with the Teaser. On November 10, 2026, before seeking Court approval, the Receiver notified the qualified parties of the SISP timetable so that they could begin diligence. The Sale Process Summary states that the SISP is subject to, and will be amended as necessary to conform with, any order of the Court.

8. The purpose of the SISP is to identify, through a short and targeted process with a limited number of qualified parties, a credible transaction that maximizes value for the benefit of the Debtors' stakeholders.

9. The Receiver is soliciting proposals for the acquisition of the Business (the "**Opportunity**"), including, to the extent transferable, its laboratories and testing equipment, accreditations and regulatory recognitions, the LC certification mark and related intellectual property, customer relationships and contracts, records, IT systems and digital assets, goodwill and the opportunity to employ the existing workforce. The Receiver will consider proposals for:

   (a) the Business as a whole, including all five locations;

   (b) one or more of the Debtors' business operations, or the shares of a subsidiary owned by a Debtor; or

   (c) specific assets or groups of assets, including individual locations or service lines.

10. The Receiver prefers proposals that preserve the combined Canadian and U.S. operating platform. Standalone proposals for the U.S. operations or for the Real Property alone are not presently being solicited, although the Receiver reserves the right to consider alternative transaction scopes. The Real Property does not automatically form part of a transaction for the Business: it may be acquired with the Business or sold separately, subject to lease or occupancy arrangements in favour of the purchaser of the Business.

11. The key milestones of the SISP, with all deadlines at 5:00 p.m. (Vancouver time), are:

   (a) distribution of sale materials to selected parties: November 10, 2026;

(b) management and Receiver diligence calls: from the week of November 9, 2026;

(c) deadline for Phase 1 non-binding letters of intent (each, an "**LOI**"): November 25, 2026 (the "**LOI Deadline**");

(d) assessment of LOIs and invitation to Phase 2: following the Phase 1 LOI Deadline;

(e) deadline for Phase 2 firm commercial proposals (each, a "**Firm Proposal**"), accompanied by a deposit of at least 5% of the offered purchase price (the "**Deposit**"): December 11, 2026, unless otherwise advised by the Receiver; and

(f) definitive documentation, Court approval and closing: no fixed deadline; a timetable will be set with the selected party once a credible proposal is identified, with closing targeted within 10 business days after Court approval.

12. To participate, a party (a "**Participant**") must be accepted by the Receiver and deliver an executed non-disclosure agreement in the Receiver's form, a letter identifying its principals, and evidence of its financial capability. Participants must disclose any arrangement with a director, officer, shareholder or employee of the Debtors or their affiliates, which the Receiver may take into account in evaluating a proposal and will disclose to the Court in connection with any proposed transaction. Accepted Participants are given access to a virtual data room. Historical financial information will initially be limited to periods ending on or before December 31, 2024. Review engagements for the FY2025 financial statements are underway, but their completion and timing are not guaranteed.

13. A Firm Proposal is a non-binding commercial submission with a fixed purchase price payable on closing, a settled scope and a clear path to completion. The Deposit is fully refundable before execution of a definitive agreement. An executed agreement submitted by a Participant (a "**Binding Offer**") must be irrevocable for at least 15 business days and must not be conditional on financing, further diligence or internal approvals. No break fee, expense reimbursement or other bid protection is permitted, and any transaction will be on an "as is, where is" basis.

14. The Receiver will evaluate proposals having regard to, among other things, net value to the estate, the extent to which consideration is fixed and payable on closing, the combined recovery from the Business and the Real Property, certainty and timing of closing, and the

treatment of employees, customers and other stakeholders. The Receiver is not obliged to select any proposal, including the proposal with the highest stated price. Any successful bid will be subject to Court approval on a further application by the Receiver.

15. The SISP was developed in consultation with the Petitioner and the Debtors' primary secured creditor, who supports the relief sought on this application.

Increase to the Receiver's Borrowings Charge

16. Paragraph 24 of the Receivership Order authorizes the Receiver to borrow up to $500,000 in outstanding principal (or such greater amount as the Court may by further order authorize), secured by a fixed and specific charge on the whole of the Property (the "**Receiver's Borrowings Charge**"). The Receiver's Borrowings Charge ranks behind the Receiver's Charge and the charges, if any, under sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

17. The Receiver has borrowed $500,000 from the Petitioner, secured by the Receiver's Borrowings Charge, and that facility is fully drawn. The cash flow forecast for the period from November 7, 2026 to February 28, 2027 (the "**Cash Flow Forecast**"), attached as Appendix "D" to the First Report, shows that approximately $750,000 in additional borrowings is required to continue operations, preserve the going-concern value of the Business, and fund the SISP and the costs of the receivership through the end of February 2027. The Receiver therefore seeks to increase the borrowing limit and the Receiver's Borrowings Charge from $500,000 to $1,250,000.

18. Without the increase, the Receiver does not expect to have sufficient funding to continue operations and conduct the SISP. However, the increase does not commit the Receiver to continue operations for that period.

Part 3: LEGAL BASIS

19. The Receiver relies on:

    (a) sections 31(1), 243(1) and 247 of the BIA;

    (b) section 39 of the LEA;

(c) the *Supreme Court Civil Rules*, B.C. Reg. 168/2009, including Rules 8-1, 10-2 and 22-4(2);

(d) paragraphs 2(k), 2(l), 2(m), 3, 24, 48 and 49 of the Receivership Order;

(e) the inherent and equitable jurisdiction of this Court; and

(f) such further and other legal bases as counsel may advise and this Court may permit.

Approval of the SISP

20. Section 243(1)(c) of the BIA authorizes the Court to empower a receiver to take any other action that the Court considers advisable. Under section 247 of the BIA, a receiver must act honestly and in good faith and deal with the property in a commercially reasonable manner. Paragraph 2(k) of the Receivership Order authorizes the Receiver to market the Property, and paragraph 2(l) requires Court approval of any transaction for consideration exceeding $100,000, or $500,000 in the aggregate. Paragraph 3 makes the Receiver's power to market and sell the Property exclusive.

21. In assessing a proposed sale process, courts apply the principles in *Royal Bank of Canada v. Soundair Corp.*, adapted to consider: (a) the fairness, transparency and integrity of the proposed process; (b) its commercial efficacy in the circumstances facing the receiver; and (c) whether it will optimize the chances of securing the best possible price for the assets.

Royal Bank of Canada v. Soundair Corp., 1991 CanLII 2727 (ON CA), (1991), 4 O.R. (3d) 1 (C.A.); *CCM Master Qualified Fund Ltd. v. blutip Power Technologies Ltd.*, 2012 ONSC 1750 at para. 6; *Freshlocal Solutions Inc. (Re)*, 2022 BCSC 1616 at paras. 28-29 [*Freshlocal*].

22. In assessing the timeline, the Court considers factors including the speed at which assets may depreciate, the need to preserve a business as a going concern and the likely participants. A receiver may appropriately seek approval of a sale process before undertaking it, and its commercially reasonable business judgment as to how assets should be marketed is entitled to deference.

Danier Leather Inc. (Re), 2016 ONSC 1044 at para. 18; *Freshlocal* at para. 29; *Farm Credit Canada v. Gidda*, 2015 BCSC 2188 at para. 59.

23. The SISP satisfies these factors:

(a) **Fairness, transparency and integrity.** The SISP sets out clear participation, diligence and submission requirements, requires disclosure of insider arrangements, prohibits bid protections, and is subject to Court approval of any resulting transaction on notice to the Service List.

(b) **Commercial efficacy.** The Business is a going concern whose value depends on its accreditations, trained workforce and customer relationships. The Debtors' operations are not self-funding at a level that supports an extended process, and the Receiver's existing borrowings are currently fully drawn. A short, two-phase process limits carrying costs and the risk of erosion of value, while permitting proposals for the whole or parts of the Business and the Real Property.

(c) **Best possible price.** The SISP permits proposals across transaction scopes and structures, assesses them on net value and certainty rather than stated price alone, and preserves the Receiver's flexibility to amend milestones, negotiate and combine non-overlapping proposals.

Approval of the Receiver's Activities

24. It is common practice for a receiver to seek interim approval of its activities. Periodic approval allows the receiver to move forward with the next steps in the proceedings, brings its activities before the Court, gives stakeholders an opportunity to raise concerns, and protects creditors from delay caused by re-litigation of steps taken to date. The Receiver's activities since its appointment, as described in the First Report, including the steps taken to implement the SISP, have been carried out diligently, in good faith and in a commercially reasonable manner, and should be approved.

Target Canada Co. (Re), 2015 ONSC 7574 at para. 23; *Triple-I Capital Partners Limited v. 12411300 Canada Inc.*, 2023 ONSC 3400 at paras. 65-66.

Increase to the Receiver's Borrowings Charge

25. Section 31(1) of the BIA provides that, with the permission of the court, a receiver within the meaning of section 243(2) may borrow money and give security on the debtor's property in any amount, on any terms and on any property authorized by the court, and that money borrowed must be repaid out of the debtor's property in priority to the creditors' claims. Paragraph 24 of the Receivership Order expressly contemplates that the Court may authorize a greater borrowing limit by further order, and paragraph 48 permits the

Receiver to apply to vary the Receivership Order on not less than seven clear business days' notice to the Service List.

26. The proposed increase is necessary and reasonable. It is supported by the Cash Flow Forecast, is limited to the funding required to preserve the going-concern value of the Business and complete the SISP through to the end of February 2027, and avoids the cost of a further application. The Receiver's Borrowings Charge will continue to rank behind the Receiver's Charge and the statutory charges under the BIA, and the Petitioner, as first-ranking secured creditor, supports the increase.

Part 4: MATERIAL TO BE RELIED ON

1. First Report of the Receiver dated November 11, 2026;

2. the Receivership Order made September 15, 2026;

3. the Petition filed July 16, 2026; and

4. such further and other material as counsel may advise and this Court may permit.

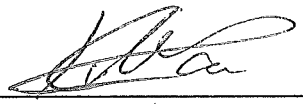
TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 21 days after service of this notice of application, serve the following on the applicant and on every other party of record:

(a) a copy of your unfiled application response;

(b) a copy of the affidavits or other evidence that you intend to refer to at the hearing of this application and that has not already been served on that person;

(c) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

November 13, 2026
Date



Signature of ☑ lawyer for filing party
DLA Piper (Canada) LLP (Arad Mojtahedi)
Lawyer for Receiver

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs _____ of Part 1 of this notice of application

☐ with the following variations and additional terms:

_____

_____

_____

_____

Date: _____

Judge

_____
Signature of ☐ Judge ☐ Associate

SCHEDULE "A"

SERVICE LIST

No. S-265325
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BTEWEEN:

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

SERVICE LIST
(as at October 15, 2026)

DLA Piper (Canada) LLP 1133 Melville Street, Suite 2700 Vancouver, BC V6E 4E5 Tel. 604-687-9444 Attention: Colin Brousson Arad Mojtahedi **Email:** colin.brousson@ca.dlapiper.com arad.mojtahedi@ca.dlapiper.com ashley.kumar@ca.dlapiper.com *Counsel for the Receiver, Deloitte Restructuring Inc.*	**Deloitte Restructuring Inc.** Level 19 - 410 West Georgia Street, Vancouver, BC, V6B 0S7, Canada Tel. 604-669-4466 Attention: Jeff Keeble Kaleb Butt Email: jkeeble@deloitte.ca kbutt@deloitte.ca *Receiver*
Blake, Cassels & Graydon LLP 1133 Melville St #3500, Vancouver, BC V6E 4E5 Tel. 604-631-3300 Attention: Peter Rubin Encina Roh Email: Peter.rubin@blakes.com Encina.roh@blakes.com *Counsel for National Bank of Canada*	**Arora Zbar LLP** Suite 315 - 2233 Burrard Street Vancouver, BC V6J 3H9 Tel. 604-260-6890 Attention: Raminder Arora Email: rpsarora@arorazbar.com service@arorazbar.com *Counsel for Labtest Certification Inc., Labtest Certification Ontario Inc., 2842878 Ontario Inc., Goshu Products/Services Inc., Kavinder Singh Dhillon, And Muanalysis Inc*

Abisoye Law Corporation Unit #130 - 709 SE Marine Drive, Vancouver, BC V5X 2T9 Tel. 236-476-6469 Attention: Oluwatobi (Tobi) Abisoye Email: tobi@abisoyelaw.ca *Counsel for Harminder Singh Rangar*	**Richard Buell Sutton LLP** 401 W Georgia St #700 Vancouver, BC V6B 5A1 Tel. 604-682-3662 Attention: Esra Yacout Email: eyacout@rbs.ca gwasilenchuk@rbs.ca *Counsel for the Labtest Certification Inc.*
Director of Employment Standards 200, 880 Douglas Street Victoria, BC V8W 2B7 Tel. 778-699-2478 Attention: Brandi Blaine Email: Brandi.M.Blaine@gov.bc.ca *Creditor*	**Kobelt Manufacturing Co. Ltd.** 8238 129th Street Surrey, BC V3W 0A6 Tel. 604-572-3935 Attention: Troy Chesley Email: troyc@kobelt.com *Creditor*
Ministry of the Attorney General (British Columbia) Legal Services Branch, Ministry of Attorney General PO Box 9280 Stn Prov Govt Victoria, BC, V8W 9J7 Attention: Aaron Welch Email: AGLSBRevTaxInsolvency@gov.bc.ca	**Civic Legal LLP** 700 – 900 W. Hastings St. Vancouver, BC V6C 1E5 Attention: Michael Moll Email: michael@civiclegal.ca *Counsel for City of Delta*

Emails:

tobi@abisoyelaw.ca; eyacout@rbs.ca; gwasilenchuk@rbs.ca; colin.brousson@ca.dlapiper.com; arad.mojtahedi@ca.dlapiper.com; ashley.kumar@ca.dlapiper.com; jkeeble@deloitte.ca; kbutt@deloitte.ca;Peter.rubin@blakes.com; Encina.roh@blakes.com; rpsarora@arorazbar.com; service@arorazbar.com; Brandi.M.Blaine@gov.bc.ca; troyc@kobelt.com; AGLSBRevTaxInsolvency@gov.bc.ca; michael@civiclegal.ca;

SCHEDULE "B"

DRAFT SISP AND BORROWING ORDER

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

ORDER MADE AFTER APPLICATION

(APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS AND INCREASE IN RECEIVER'S BORROWINGS CHARGE)

BEFORE	THE HONOURABLE JUSTICE	November __, 2026

ON THE APPLICATION of Deloitte Restructuring Inc., in its capacity as court-appointed Receiver of all of the assets, undertakings and property of Labtest Certification Inc., Labtest Certification Ontario Inc., 2842878 Ontario Inc. and Goshu Products/Services Inc., and not in its personal capacity (the "**Receiver**"), coming on for hearing at Vancouver, British Columbia, on November ___, 2026; AND ON HEARING Arad Mojtahedi, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the First Report of the Receiver dated November 11, 2026 (the "**First Report**"); AND PURSUANT

TO the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, the *Law and Equity Act*, R.S.B.C. 1996, c. 253, the *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

SERVICE AND DEFINITIONS

1. The time for service of the Notice of Application filed November ___, 2026 (the "**Notice of Application**") and supporting materials is hereby abridged and declared to be good and sufficient, and this Notice of Application is properly returnable today, and the need for any further service thereof is hereby dispensed with.

2. All capitalized terms contained in this Order not otherwise defined herein shall have the meanings ascribed to them in the Receivership Order dated September 15, 2026 (the "**Receivership Order**"). In this Order, the sale and investment solicitation process described in the First Report, including the sale process summary attached as Appendix "B" to the First Report (the "**Sale Process Summary**"), is referred to as the "**SISP**", and September 15, 2026 is the "**Receivership Date**".

SALES PROCESS

3. The SISP is hereby approved, and the Receiver and its employees, agents, advisors, legal counsel, and contractors, as applicable, are authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and this Order, and to take such steps and execute such documentation as they consider to be necessary or desirable in carrying out the SISP and this Order.

4. The Receiver may, in accordance with the Sale Process Summary, extend, abridge or otherwise amend any milestone or procedure in the SISP, reject any or all proposals, and suspend or terminate the SISP in whole or in part, subject to further order of this Court.

5. The Receiver and its employees, agents, advisors, legal counsel, and contractors, or any of them, shall have no liability with respect to any losses, claims, damages, or liability of any nature or kind to any person in connection with or as a result of the SISP or conduct thereof, except to the extent any such losses, claims, damages, or liabilities result from the gross negligence or wilful misconduct of the Receiver.

APPROVAL OF RECEIVER ACTIVITIES

6. The actions, conduct, and activities of the Receiver, from the Receivership Date up to the date of this Order, as described in the First Report, are hereby approved and ratified.

RECEIVER'S BORROWINGS CHARGE

7. The Receiver's Borrowings Charge, as defined in the Receivership Order, is increased from $500,000 to $1,250,000, and paragraph 24 of the Receivership Order is amended accordingly. Except as so amended, the Receivership Order continues in full force and effect.

GENERAL

8. Service of this Order shall be deemed good and sufficient by serving the same on (i) the persons listed on the Service List (as defined in the Receivership Order) attached to the Notice of Application, and (ii) by posting a copy of this Order on the Website (as defined in the Receivership Order). No other persons are required to be served with a copy of this Order.

9. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver in carrying out the terms of this Order. All courts, tribunals, or regulatory and administrative bodies are hereby 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.

10. The Receiver shall have liberty to apply for advice and directions in respect of the SISP, and for such further or other direction as may be necessary to give effect to this Order.

11. Endorsement of this Order by counsel appearing on this application, except for counsel to the Receiver, is hereby dispensed with.

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

_____
Signature of ☑ lawyer for the Receiver
DLA Piper (Canada) LLP (Arad Mojtahedi)

BY THE COURT

_____
REGISTRAR

Schedule A – List of Counsel

Counsel	Party Represented

No. S-265325
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

NATIONAL BANK OF CANADA

PETITIONER

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

(APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS AND INCREASE IN RECEIVER'S BORROWINGS CHARGE)

DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 036474.00009

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

No. S-265325
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IN THE SUPREME COURT OF BRITISH COLUMBIA

NATIONAL BANK OF CANADA

PETITIONER

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Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5

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Fax No. 604.687.1612

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