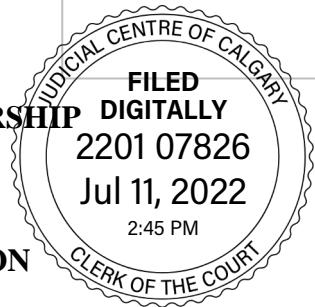


COURT FILE NUMBER **2201-**  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF **PACIFIC INCOME LIMITED PARTNERSHIP**  
**by its general partner PACIFIC INCOME**  
**CAPITAL CORPORATION**  
DEFENDANTS **THE BEET PERFORMANCE NUTRITION**  
**INC., MICHELE ANNE HELMECZI and**  
**NICKALAS LESLIE BLEVINS**

Clerk's Stamp



DOCUMENT **STATEMENT OF CLAIM**  
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File No. 562705-000006

## NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

### Statement of facts relied on:

#### The Parties

1. The Plaintiff, Pacific Income Limited Partnership (the "**Plaintiff**" or the "**Limited Partnership**"), is a limited partnership registered to carry on business in the Province of British Columbia. The Plaintiff's general partner is Pacific Income Capital Corporation (the "**Corporation**"), a corporation duly incorporated pursuant to the laws of the Province of British Columbia and is extra-provincially registered in the Province of Alberta. The

Plaintiff is engaged in the business of providing debt financing to a range of businesses and individuals in Western Canada.

2. The Corporate Defendant, The Beet Performance Nutrition Inc. (“**Beet Performance**”), is a corporation duly incorporated pursuant to the laws of the Province of Alberta. Beet Performance was struck from the Alberta Corporate Registry on September 2, 2021 for failure to file annual returns.
3. The Defendant, Michele Anne Helmeczi (“**Helmeczi**”), as far as is known to the Plaintiff, is an individual currently residing in or near the City of Calgary, Alberta. During all material times, Helmeczi was a shareholder and director of Beet Performance.
4. The Defendant, Nickalas Leslie Blevins (“**Blevins**”), as far as is known to the Plaintiff, is an individual currently residing in or near the City of Calgary, Alberta. During all material times, Blevins was a shareholder and director of Beet Performance.

### **The Loan Agreements**

5. Pursuant to a loan agreement dated June 19, 2017, between the Corporation, as lender, and Beet Performance, as borrower, as may be amended from time to time, (the “**First Loan Agreement**”), the Corporation provided to Beet Performance a loan in the amount of \$40,000.00, with a simple interest rate of 12% per annum, payable monthly in arrears, for a term of 30 months.
6. Pursuant to a personal guarantee dated June 19, 2017 (the “**Guarantee**”), each of Helmeczi and Blevins personally guaranteed all indebtedness owing by Beet Performance to the Corporation.
7. Pursuant to a loan consolidation agreement dated January 3, 2018 between the Corporation, as lender, and Beet Performance, as borrower (the “**Second Loan Agreement**”), the Corporation provided to Beet Performance a further loan in the amount of \$20,000.00, with a simple interest rate of 13% per annum, payable monthly in arrears, which would mature and become payable on December 31, 2020. Beet Performance agreed to make monthly payments to the Plaintiff in the amount of \$950.00.

8. Pursuant to a replacement loan agreement dated October 17, 2019 between the Corporation, in its capacity as general partner of the Limited Partnership, as lender, and Beet Performance, Helmeczi and Blevins, as borrowers (as amended, the “**Replacement Loan Agreement**”), the terms of the First Loan Agreement, the Second Loan Agreement were cancelled, replaced, and superseded by the Replacement Loan Agreement and the Guarantee.
9. The terms of the Replacement Loan Agreement, include, among other things:
  - (a) the parties agreed and confirmed that the outstanding amount owing to the Plaintiff as of October 17, 2019 was \$110,000.00, with interest accruing at a simple interest rate of 10.5% per annum, payable monthly in arrears (the “**Loan**”);
  - (b) the Loan would mature and become payable to the Plaintiff on October 7, 2022;
  - (c) the Plaintiffs would make monthly payments to the Plaintiff in the amount of \$1,000.00 (in each case a “**Monthly Payment**”);
  - (d) the Defendants would incur a fee of \$2,000.00 each time they failed to make a Monthly Payment (the “**Fee**”); and
  - (e) the Defendants would reimburse the Plaintiff for all expenses incurred by the Plaintiff in connection with the Loan, including but not limited to legal fees.
10. As security for the Loan, the Plaintiff obtained a General Security Agreement dated June 19, 2017 (the “**GSA**”), pursuant to which the Beet Performance granted the Plaintiff a security interest in all of its present and after acquired personal property, which GSA is registered in the Alberta Personal Property Registry (“**PPR**”) pursuant to the provisions of the *Personal Property Security Act*, RSA 2000, c P-7 as registration number 19101814088.

### **Defaults**

11. The Defendants have defaulted under the terms of the Replacement Loan Agreement by, among other things, failing to make the Monthly Payments when due and owing. Further,

Beet Performance has failed to maintain an active corporate status and is, to the best of the Plaintiff's knowledge, no longer in operation.

12. The Defendants last paid a full Monthly Payment of \$1,000.00 on September 3, 2020. Following, the Defendants made 17 payments toward the Loan, each time in an amount less than the required \$1,000.00, in the aggregate amount of \$5,800.00.
13. As a result of the Defendants' defaults under the Replacement Loan Agreement, on May 31, 2022, solicitor for the Plaintiff issued a demand to the Defendants for the immediate repayment of the Loan (the "**Demand**").
14. Despite the Demand, the Defendants have failed, refused or neglected to perform their obligations under the Replacement Loan Agreement by failing, namely, to make any payments toward the Loan. The Defendants have not provided the Plaintiff with any plans for refinancing or repayment, and the Plaintiff has no confidence that the Defendants are willing or able to rectify the breaches of the Agreement.
15. As of June 30, 2022, under the terms of the Agreement, the value of the defaulted Agreement was \$137,278.28, with interest, legal fees, and other chargeable costs continuing to accrue (the "**Amount Outstanding**").
16. The Amount Outstanding is the property of the Plaintiff and is a just debt improperly withheld by the Defendants.
17. Further, or in the alternative, the Defendants' failure, refusal or neglect to pay to the Plaintiff the Amount Outstanding constitutes a breach of the terms of the Replacement Loan Agreement, resulting in damages in the amount of the Amount Outstanding.
18. Further, or in the alternative, the Defendants have been unjustly enriched, without juristic reason, in the amount of the Amount Outstanding at the expense and to the detriment of the Plaintiff.
19. The Plaintiff proposes that the trial of this Action be held at the Calgary Courts Centre in the City of Calgary, in the Province of Alberta, and does not anticipate such trial to exceed 1 day.

**Remedy sought:**

20. The Plaintiff seeks against the Defendants, jointly and severally, the following:
- (a) judgment in the amount of the outstanding balance of the Agreement, being \$137,278.28;
  - (b) in the alternative, damages in the sum of \$137,278.28, or such amount as deemed appropriate by this Honourable Court;
  - (c) pre-judgment interest pursuant to the Replacement Loan Agreement, or, in the alternative, pre-judgment interest pursuant to the *Judgment Interest Act*, RSA 2000, c J-1;
  - (d) post-judgment interest pursuant to the *Judgment Interest Act*;
  - (e) taxable costs of this Action on a solicitor-and-client basis pursuant to the Replacement Loan Agreement, or, in the alternative, costs; and
  - (f) such further and other relief as this Honourable Court may allow.

**NOTICE TO THE DEFENDANT(S)**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

