

COURT FILE NUMBER 2103 00842  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF ERAN GURVICH, IN HIS CAPACITY AS ENFORCING AGENT FOR BALRAJ BRAR, MARK VAN BOMMEL, WILSON LEE, DARYL ROITMAN, EDWARD TAN AND FC LTD.  
DEFENDANT INTELIFE LP AND INTELIFE GP LTD.

Clerk's Stamp

DOCUMENT **APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
OGILVIE LLP  
Barristers & Solicitors  
1400, 10303 Jasper Avenue  
Edmonton, AB T5J 3N6  
Kentigern A. Rowan, Q.C.  
Phone: (780) 429-6236  
Fax: (780) 429-4453  
File No. 41087.19

**NOTICE TO RESPONDENT:**

This application is made against you. You are a respondent. You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date: **July 13 2022**  
Time: **2:00 p.m.**  
Where: **Virtual Courtroom 86, Law Courts, Edmonton, Alberta**  
<https://albertacourts.webex.com/meet/virtual.courtroom86>  
Before Whom: **The Honourable Mr. Justice D.R. Mah**

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

**Remedy claimed or sought:**

1. An Order substantially in the form attached hereto as **Schedule "A"** providing for:
  - (a) declaring service of notice of this Application and materials in support of this Application good and sufficient;
  - (b) approving the activities of the Receiver as described in the Receiver's Eighth Report and any Supplements thereto;

- (c) approving and passing the accounts of the Receiver and the Receiver's counsel rendered to date and referenced in the Receiver's Eighth Report, without the need for formal taxation;
- (d) approving the Receiver's Statement of Interim Receipts and Disbursements as attached to the Receiver's Eighth Report to this Honourable Court;
- (e) increasing the Receiver's Administrative Charge established in the Receivership Orders granted in these proceedings to \$575,000.00;
- (f) authorizing the Receiver to transfer the balance of the Bojan IFC Dealer Contracts not previously transferred (the "Remaining Bojan IFC Dealer Contracts");
- (g) approving the Receiver's accounting for RMR collected and expenses incurred with respect to the Remaining Bojan IFC Dealer Contracts;
- (h) directing the Receiver to pay to Bojan Konstandinovic ("Bojan") the balance of receipts after expenses held by the Receiver with respect to the Remaining Bojan IFC Dealer Contracts;
- (i) directing that the Receiver is not required to provide any further accounting to Bojan or make any further payments to Bojan on account of any of the Bojan IFC Dealer Contracts;
- (j) declaring the amounts owed to Canada Revenue Agency ("CRA") with respect to each of the entities subject to Receivership, and declaring the amounts of those claims having priority over other creditors;
- (k) directing payment to CRA of any priority claims to the extent that there are available funds in each of the Receivership Estates;
- (l) approving the amounts owed pursuant to the *Wage Earners Protection Act* and directing payment thereof;
- (m) authorizing the Receiver to make a payment to the Gurvich Group in the amount of \$425,000.00 on account of their secured claim;
- (n) such further and other relief and directions as this Honourable Court directs as are necessary in the circumstances of this case.

**Grounds for making this application:**

2. By Order of this Honourable Court granted in these proceedings on January 19, 2021, MNP Ltd. was appointed Receiver, without security, of all of the current and future assets, undertakings and property of every nature and kind whatsoever and wherever situated (including all of the proceeds thereof) (the "Property") of Intelife LP ("ILP") and Intelife GP Ltd. ("IGP").
3. By Order of this Honourable Court granted in these proceedings on February 1, 2021, MNP Ltd. was appointed Receiver, without security, of the Property of Intelife Financial Corp. ("IFC") and Intelife Security & Automation Ltd. ("ISA"). (ILP, IGP, IFC and ISA are hereinafter collectively referred to as "Intelife").

4. The Receiver has provided Reports to this Honourable Court respecting issues arising in this receivership and its activities as Receiver.
5. Orders of this Honourable Court have been granted in these proceedings, giving directions to the Receiver with respect to dealing with issues arising in this receivership.
6. The Receiver requires further direction from this Honourable Court and confirmation of its activities and completion of resolution of issues in this receivership.
7. The Receiver has described its activities since its last Order of this Honourable Court and has provided a further interim Statement of Receipts and Disbursements, both of which they are seeking approval of.
8. The Receiver is seeking approval of their accounts and the accounts of their counsel to date without the need for formal taxation.

**Material or evidence relied on:**

9. The pleadings and proceedings in this action.
10. The Reports of MNP Ltd., as Receiver of Intelife, filed in these proceedings including:
  - a. The First Report;
  - b. The Second Report;
  - c. The First Supplement to the Second Report;
  - d. The Third Report;
  - e. The Fourth Report;
  - f. The Fifth Report;
  - g. The Sixth Report;
  - h. The Seventh Report; and
  - i. The Eighth Report.
11. Such further and other materials as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

12. None.

**Applicable Acts and regulations:**

13. None.

**Any irregularity complained of or objection relied on:**

14. None.

**How the application is proposed to be heard or considered:**

15. By telephone and video conference virtual hearing before the Honourable Mr. Justice D. Mah.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

**SCHEDULE "A"**

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COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ERAN GURVICH, IN HIS CAPACITY AS ENFORCING AGENT FOR BALRAJ BRAR, MARK VAN BOMMEL, WILSON LEE, DARYL ROITMAN, EDWARD TAN AND ANG FC LTD.

DEFENDANT INTELIFE LP AND INTELIFE GP LTD.

DOCUMENT **ORDER**

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Phone: (780) 429-6236  
Fax: (780) 429-4453  
File No. 41087.19

**DATE ON WHICH ORDER WAS PRONOUNCED:** July 13, 2022

**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Mr. Justice D.R. Mah

**UPON** the application of MNP Ltd., in its capacity as Receiver (the "Receiver") of Intelife LP ("ILP"), Intelife GP ("IGP"), Intelife Financial Corporation ("IFC") and Intelife Security and Automation Ltd. ("ISA") (ILP, IGP, IFC and ISA being hereinafter collectively referred to as "Intelife" or the "Debtor"); **AND UPON** reviewing the Receiver's Reports to this Honourable Court including but not limited to the Receiver's Eighth Report; **AND UPON** reviewing the Orders of this Honourable Court granted in these proceedings (collectively referred to as the "Orders"); **AND UPON** noting that:

- A. The Receiver was appointed Receiver of ILP and IGP by Order of this Honourable Court granted January 19, 2021; and
- B. The Receiver was appointed Receiver of IFC and ISA by Order of this Honourable Court granted February 1, 2021.

**AND UPON** noting that there is contained in the Reports and the Orders definitions of the following terms:

“Bojan IFC Dealer Contracts” defined in the preamble paragraph (e) to the Order of this Honourable Court granted by the Honourable Mr. Justice D. Mah March 23, 2021.

“Gurvich Group” means the Plaintiffs in these proceedings.

“I-Help Accounts” has the meaning attributed in paragraph 25 of the Receiver’s Eighth Report.

“Remaining IFC Accounts” has the meaning attributed in paragraph 22 of the Receiver’s Eighth Report.

**AND UPON** reading the Affidavit of Service of Notice of this Application and materials in support; **AND UPON** hearing counsel for the Receiver and counsel for such other parties who appeared and made representations on this Application;

**IT IS HEREBY ORDERED AND ADJUDGED:**

**Service**

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, no other person is required to be served with notice of this Application and supporting materials and the time for service of this Application is abridged to that actually given.

**Definitions**

2. Except as otherwise defined herein, the capitalized terms used in this Order shall have the definitions as recited in the preamble hereto.

**Approvals**

3. The activities of the Receiver as reported in the Receiver’s Eighth Report are hereby approved and ratified.
4. The Receiver’s Eighth Report be and is hereby approved.
5. The accounts of the Receiver and the Receiver’s counsel as described in the Receiver’s Eighth Report be and are hereby approved and passed without the need for formal taxation.
6. The Interim Statement of Receipts and Disbursements appended to the Receiver’s Eighth Report be and is hereby approved and ratified.
7. The administrative charge in favour of the Receiver and provided for in the Orders appointing the Receiver, as amended, be and is hereby further increased to the amount of \$575,000.00.

**Bojan IFC Dealer Contracts**

8. The Receiver be and is hereby authorized and directed to transfer to Bojan Konstandinovic (“Bojan”) the PLS Account as described in paragraph 20 to the Receiver’s Eighth Report.

9. The accounting for funds received and disbursed on account of the PLS Account and the Rapid Protection Accounts and described in paragraph 19 and detailed in Schedule "C" to the Receiver's Eighth Report in the amount of \$3,904.12 (the "Other Net RMR") be and is hereby approved.
10. The Receiver is hereby directed to pay to Bojan the Other Net RMR.
11. Except as provided herein, the Receiver is not required to provide any further accounting or make any further payments to Bojan on account of the Rapid Protection Accounts or the PLS Account.
12. Except as indicated herein, or in previous Orders of this Honourable Court, the Receiver is not required to provide to Bojan any further accounting or make any further payments on account of any of the Bojan IFC Dealer Contracts transferred to Bojan by this or any other Order of this Honourable Court.
13. The Receiver is hereby directed to pay to Bojan the Net RMR collected on the Bojan ISA Customer Contracts as reported in the Fourth Report and paragraph 21 of the Eighth Report of the Receiver to this Honourable Court and in the sum of \$1,162.22.

#### **Termination of Remaining IFC Contracts**

14. The Receiver be and is hereby authorized to send to each customer associated with the Remaining IFC Accounts and the I-Help Accounts where information for contacting the customer is available, and to each dealer associated with the Remaining IFC Accounts and the I-Help Accounts, a notice informing the customer and the dealer that the Receiver will cease making payments to any service provider on account of the said account and will abandon the account at the expiry of thirty (30) days after the sending of the notice (the "Expiry Date") and that the customer is at liberty to seek a new service provider.
15. The notice aforesaid may be sent by the Receiver by ordinary mail at the last address for the customer as indicated on the records of Intelife or at such other address as the Receiver is able to obtain from any service provider associated with the said account.
16. From and after the Expiry Date, the Receiver shall not be required to make any further payments to any service provider with respect to the Rapid Protection Accounts or the PLS Accounts, nor will be entitled to collect or receive any revenue with respect to the said accounts.

#### **Canada Revenue Agency ("CRA")**

17. It is hereby declared that the following amounts are owed to CRA by the following parties and that the amounts indicated herein as priority claims have priority over claims of any other creditor of the said entity:

- (a) ILP:
  - (i) Payroll source deduction claim - \$153,051.62 of which \$115,791.54 constitutes a deemed trust priority claim over the assets of ILP; and
  - (ii) No claim for outstanding GST.
- (b) IFC:
  - (i) Payroll source deduction claim of \$115,611.15 of which \$74,806.79 constitutes a deemed trust claim having priority over the assets of IFC; and
  - (ii) \$4,578.08 for the GST claim, all of which is unsecured, having no priority.
- (c) ISA:
  - (i) Payroll source deduction claim of \$150,667.07 of which \$97,356.19 constitutes a deemed trust claim having priority over the assets of ISA; and
  - (ii) \$65,945.97 on account of GST, all of which is an unsecured claim.

18. The Receiver be and is hereby directed to pay to CRA the sum of \$115,791.54, being the deemed trust priority claim of CRA with respect to ILP.
19. It is declared that there are no funds available from the assets of IFC or ISA to make any payment to CRA on account of their deemed trust priority claims against those entities.

***Wage Earners Protection Program ("WEPP")***

20. It is hereby declared that Service Canada has a priority in accordance with Section 81.4 of the *Bankruptcy and Insolvency Act* for a portion of the employees' claim in the amount of \$18,809.01, which claim is in priority to the claims of all other creditors, including the secured claim of the Gurvich Group ("Service Canada WEPP Claim").
21. The Receiver is hereby directed to make payment to Service Canada of the sum of \$18,809.01 in satisfaction of the Service Canada WEPP Claim.

**Interim Distribution to Gurvich Group**

22. The Receiver be and is hereby authorized and directed to make a payment to the Gurvich Group on account of their secured claim in the amount of \$425,000.00.
23. The Receiver be and is hereby directed to retain the balance of funds in the Estate after making payments in accordance with this Order and to use the said funds to pay for ongoing expenses in this Estate and as further directed by this Honourable Court by further Order.

**General**

24. Service of this Order shall be deemed good and sufficient by:
- a) Serving the same on:

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- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

b) Posting a copy of this Order on the Receiver's website at:

<https://mnpdebt.ca/en/corporate/corporate-engagements/intelife-lp>

and service on any other person is hereby dispensed with.

25. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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Justice of the Court of Queen's Bench of Alberta