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COURT

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

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

DEFENDANT

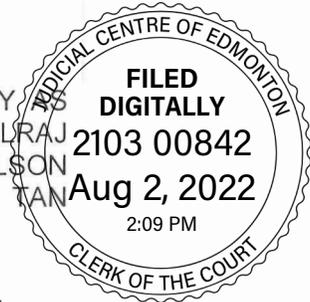
INTELIFE LP AND INTELIFE GP LTD.

DOCUMENT

CONSENT ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

OGILVIE LLP
Barristers & Solicitors
1400, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
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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. Mah

UPON the joint application of:

- (a) MNP Ltd. in its capacity as Receiver (the "Receiver") of Intelife LP ("ILP"), Intelife GP Ltd. ("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"),
- (b) Capitol Security Group Ltd. ("Capitol"), Turniphome Inc. ("Turnip") and Pulse Medical Inc. ("Pulse") (Capitol, Turnip and Pulse being hereinafter collectively referred to as the "Dealers"); and
- (c) Bojan Konstandinovic ("Bojan");

AND UPON noting consent to this Order by counsel for the Receiver, counsel for Bojan and counsel for the Dealers;

AND UPON noting that:

- A. The Receiver was appointed Receiver of ILP and IGP by Order of this Honourable Court granted in these proceedings January 19, 2021;
- B. The Receiver was appointed Receiver of IFC and ISA by Order of this Honourable Court granted in these proceedings February 1, 2021;
- C. Prior to the appointment of the Receiver, IFC had entered into separate agreements (the "Dealer Agreements") with Pulse, Capitol and Turnip pursuant to which IFC purchased from Pulse, Capitol and Turnip respectively certain rights as provided for in the Dealer Agreements in accounts and contracts for security products and services, which accounts and contracts were held respectively by Pulse, Capitol and Turnip, including, but not limited to, the right to collect the recurring monthly revenue with respect to the accounts (the "RMR Respecting the Accounts");
- D. The Dealer Agreements further provided, *inter alia*, that IFC had the right to pursue Pulse, Capitol and Turnip respectively for compensation and recovery of amounts paid by IFC to the respective Dealer as all provided for in the Dealer Agreement;
- E. By agreements dated June 10, 2020, the shares of IFC were sold to Intelife (the "IFC Share Transfer");
- F. As part of the IFC Share Transfer, a portion of the IFC accounts acquired from Pulse, Capitol and Turnip pursuant to the respective Dealer Agreements with each of the Dealers were assigned to Bojan (the "Bojan IFC Dealer Contracts");
- G. Notwithstanding the assignment of the Bojan IFC Dealer Contracts to Bojan, the administration of the Bojan IFC Dealer Contracts remained with IFC;
- H. After the granting of the Receivership Orders referenced above, the Receiver entered into agreements with respectively, Pulse, Capitol and Turnip providing for the administration of the accounts acquired by Intelife, including IFC, from, respectively, Pulse, Capitol and Turnip, which included administration of the Bojan IFC Dealer Contracts (the "Receiver Dealer Agreements");
- I. The Receiver Dealer Agreements provided that Pulse, Capitol and Turnip would collect the RMR Respecting the Accounts which they were administering pursuant to the Receiver Dealer Agreements and account for and remit the RMR Respecting the Accounts to the Receiver and provide an accounting with respect thereto (the "Dealers' Remittance and Accounting Obligation to the Receiver");
- J. After the granting of the Receivership Orders referenced above, Pulse, Capitol and Turnip objected to the assignment of the Bojan IFC Dealer Contracts relating to them to Bojan, alleging that the Dealer Agreements required their consent to such assignment (the "Objections");
- K. Turnip has withdrawn its Objection;

- L. Pulse and Capitol have each entered into an Assignment and Amending Agreement with Bojan pursuant to which the parties have agreed to amend the terms of the Dealer Agreements and withdraw the Objections (the "Assignment Agreements");

AND UPON hearing counsel for the Receiver, counsel for Bojan and counsel for Pulse, Capitol and Turnip;

IT IS HEREBY ORDERED AND ADJUDGED THAT:

SERVICE

1. Service of notice of an Application to obtain this Order is hereby dispensed with.

GENERAL

2. Any capitalized terms used in this Order that are not defined in this Order shall have the meaning ascribed to them in previous Orders granted by this Honourable Court.

BOJAN IFC DEALER CONTRACTS

3. It is hereby declared that the assignment by IFC to Bojan of the Bojan IFC Dealer Contracts pursuant to the IFC Share Transfer is valid and effective and the Bojan IFC Dealer Contracts have been assigned and transferred to Bojan effective as of the date of the IFC Share Transfer.
4. Any requirement for the consent by the Dealers to the assignment of the Bojan IFC Dealer Contracts to Bojan pursuant to the Dealer Agreements or otherwise is hereby waived and dispensed with.
5. It is further declared that Bojan is entitled to:
- (a) receive the RMR Respecting the Accounts and related to the Bojan IFC Dealer Contracts from and after the date of the IFC Share Transfer;
 - (b) any rights of IFC pursuant to the Dealer Agreements related to the Bojan IFC Dealer Contracts;
 - (c) the right to receive from the Dealers, or any one or more of them, any RMR Respecting the Accounts which has not been paid by the respective Dealer to the Receiver pursuant to the Receiver Dealer Agreements and the right to obtain from the Dealer an accounting of all RMR Respecting the Accounts collected by the respective Dealer pursuant to their respective Receiver Dealer Agreement.
6. The Dealers shall provide to the Receiver and to Bojan an accounting with respect to the Bojan IFC Dealer Contracts administered by the Dealer pursuant to that Dealer's Receiver Dealer Agreement and for the period that the Receiver Dealer Agreement was in effect, which accounting shall include:

- (a) amounts collected on each account;
 - (b) amounts remitted to the Receiver on each account;
 - (c) amounts outstanding on each account and uncollected by the Dealer;
- (the "Dealers' Accounting").

7. The Dealers' Accounting shall be supplied to the Receiver and Bojan within fifteen (15) days of service of this Order.
8. The Receiver is not required to, and is released from any obligation to, pursue the Dealers, or any one of them, or any other party whatsoever, for collection or accounting of any RMR Respecting the Accounts to be paid or provided pursuant to the Receiver Dealer Agreements with respect to the respective Dealer.
9. The Receiver shall pay to Bojan, within thirty (30) days of the transfer of the Bojan IFC Dealer Contracts as provided for in this Order, all of the RMR Respecting the Accounts which the Receiver received or collected with respect to the Bojan IFC Dealer Contracts (including but not limited to amounts received by the Receiver from the Dealers, or any one of them, pursuant to any of the Receiver Dealer Agreements), less the monitoring and interactive fees with respect to the said accounts as set forth in **Schedule "A"** attached to this Order.
10. Bojan shall, within fifteen (15) days of the date of this Order, provide the Receiver information and directions for the transfer of the Bojan IFC Dealer Contracts to Bojan or his nominee or nominees.
11. The Receiver shall prepare and provide to counsel for Bojan an accounting of the RMR received on account of the Bojan IFC Dealer Contracts from the date of the Receivership until the date upon which all Bojan IFC Dealer Contracts are transferred to Bojan pursuant to the terms of this Order.

MISCELLANEOUS MATTERS

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

- 13. 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.



Justice of the Court of Queen's Bench of Alberta

CONSENTED TO BY:

BRYAN & COMPANY LLP

Per: 
Bryan Crozier
Counsel for Bojan Konstandinovic

BURNETT DUCKWORTH & PALMER LLP

Per: 
Ryan Alget
Counsel for Pulse Medical Inc., Capitol Security Group Ltd. and Turnip Home Ltd.

OGILVIE LLP

Per: 
Kentigern A. Rowan, Q.C.
Counsel for MNP Ltd., in its capacity as Receiver of Intelife

SCHEDULE "A"

Brand	CSID
Pulse Medical	X3029
Turnip Home	13966
Pulse Medical	X3067
Capitol Security	47-32-3176
Pulse Medical	EB6732
Turnip Home	13967
Capitol Security	43-06-0008
Pulse Medical	X9631
Turnip Home	13929
Pulse Medical	EB6867
Pulse Medical	X3044
Turnip Home	4740170
Turnip Home	13988
Pulse Medical	X6672
Pulse Medical	X9702
Turnip Home	14018
Capitol Security	47-32-2317
Turnip Home	4740163
Pulse Medical	X5179
Pulse Medical	X5178
Pulse Medical	X9705
Turnip Home	13990
Turnip Home	13976
Turnip Home	13936
Capitol Security	47-32-2350
Pulse Medical	X6688
Pulse Medical	80-26-8072
Pulse Medical	X3060
Pulse Medical	X9674
Pulse Medical	X5205
Capitol Security	47-32-2484
Turnip Home	14020
Pulse Medical	80-26-8051
Pulse Medical	X6771
Capitol Security	47-32-2469
Turnip Home	14009
Pulse Medical	43-07-0061
Turnip Home	13940
Turnip Home	13992
Pulse Medical	80-26-300045

Turnip Home	14013
Pulse Medical	X9643
Pulse Medical	X9706
Pulse Medical	X5180
Pulse Medical	43-07-0077
Pulse Medical	X9613
Pulse Medical	43-07-0145
Capitol Security	43-06-0015
Turnip Home	13991
Pulse Medical	EB6880
Pulse Medical	X5192
Pulse Medical	X5171
Pulse Medical	X9749
Capitol Security	47-32-2478
Pulse Medical	X9839
Pulse Medical	X6603
Pulse Medical	80-06-101820
Pulse Medical	80-26-8045
Pulse Medical	80-26-300037
Pulse Medical	EB6916
Capitol Security	47-32-2489
Turnip Home	13980
Pulse Medical	X5181
Capitol Security	43-06-0018
Pulse Medical	X9850
Capitol Security	47-32-2328
Capitol Security	43-06-0006
Pulse Medical	X9646
Capitol Security	47-32-2480
Pulse Medical	EB8019
Pulse Medical	43-07-6572
Turnip Home	13944
Capitol Security	43-06-0016
Capitol Security	47-32-2465
Pulse Medical	X5207
Pulse Medical	EB6711
Turnip Home	13938
Pulse Medical	X9875
Pulse Medical	X6703
Pulse Medical	X5218
Pulse Medical	80-26-300144
Capitol Security	47-32-2476
Pulse Medical	43-07-0054

Pulse Medical	X6704
Pulse Medical	X5209
Turnip Home	13917
Capitol Security	43-06-0014
Turnip Home	13970
Pulse Medical	X6717
Capitol Security	47-32-2468
Pulse Medical	X5204
Capitol Security	47-32-2370
Pulse Medical	X9883
Capitol Security	47-32-2318
Pulse Medical	X9808
Turnip Home	13969
Turnip Home	13911
Capitol Security	47-32-2341
Turnip Home	13920
Capitol Security	43-06-0017
Turnip Home	13972
Turnip Home	4740184
Turnip Home	4740060
Capitol Security	47-32-2470
Turnip Home	13959
Pulse Medical	43-07-1001
Pulse Medical	80-26-300153
Pulse Medical	X3059
Pulse Medical	X9713
Turnip Home	4740161
Pulse Medical	X3061
Pulse Medical	80-06-101805
Pulse Medical	43-07-0134
Capitol Security	47-32-2249
Turnip Home	13998
Capitol Security	47-32-2445
Pulse Medical	X3005
Pulse Medical	X9800
Pulse Medical	43-07-0027
Pulse Medical	X6756
Pulse Medical	X5217
Pulse Medical	80-07-0005
Pulse Medical	X9859
Pulse Medical	X3051
Pulse Medical	X5197
Turnip Home	13997

Pulse Medical	X3068
Pulse Medical	43-07-6596
Pulse Medical	X9664
Pulse Medical	43-07-0075
Pulse Medical	80-06-102068
Turnip Home	14015
Pulse Medical	X9681
Turnip Home	13943
Pulse Medical	X6649
Capitol Security	47-32-2347
Capitol Security	47-32-2460
Pulse Medical	43-07-0078
Pulse Medical	X5215
Turnip Home	13914
Turnip Home	13993
Pulse Medical	X9634
Turnip Home	14011
Turnip Home	13984
Pulse Medical	43-07-6589
Pulse Medical	80-26-300127
Capitol Security	47-32-2466
Pulse Medical	80-26-8075
Turnip Home	13933
Pulse Medical	80-26-300088
Capitol Security	47-32-3191
Pulse Medical	X9665
Pulse Medical	80-26-300040
Pulse Medical	43-07-0010
Capitol Security	47-32-3187
Turnip Home	4740164
Pulse Medical	X9809
Pulse Medical	X3045
Pulse Medical	43-07-0036
Pulse Medical	EB6946
Pulse Medical	80-26-300006
Turnip Home	14003
Capitol Security	47-32-2475
Capitol Security	47-32-2477
Pulse Medical	X6629
Pulse Medical	80-07-0019
Turnip Home	4740158
Pulse Medical	X5173
Turnip Home	13953

Capitol Security	47-32-2481
Pulse Medical	43-07-0063
Pulse Medical	X9614
Pulse Medical	X9632
Turnip Home	4740176
Turnip Home	13981
Pulse Medical	EB6871
Capitol Security	47-32-2482
Pulse Medical	80-26-8053
Capitol Security	47-32-2459
Capitol Security	43-06-0013
Pulse Medical	80-26-300007
Pulse Medical	80-26-300154
Pulse Medical	X9837