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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

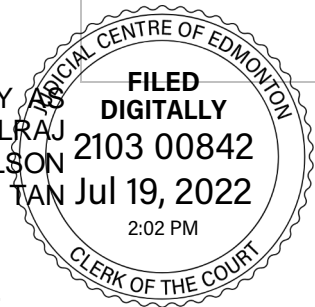
INTELIFE LP AND INTELIFE GP LTD.

DOCUMENT

**ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

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Barristers & Solicitors  
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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.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 Remaining IFC Accounts and the I-Help 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:

- (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