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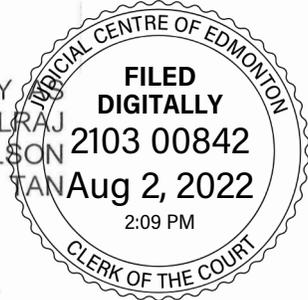
COURT OF QUEEN'S BENCH OF ALBERTA

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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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 being referred to "Intelife" or the "Debtor"); **AND UPON** noting the Consent Order consented to by counsel for the Receiver, counsel for Bojan Konstandinovic ("Bojan") and counsel for Capitol Security Group Ltd. ("Capitol"), Turnip Home ("Turnip") and Pulse Medical Inc. ("Pulse") (Capitol, Turnip and Pulse being hereinafter collectively referred to as the "Dealers") which Consent Order deals with the Bojan IFC Dealer Contracts (the "Consent Order"); **AND UPON** reading the Reports of the Receiver to this Honourable Court including but not limited to the Receiver's Seventh Report and the Supplement to the Seventh Report; **AND UPON** noting the following:

- (a) the following terms have been defined in previous Orders of this Honourable Court or the Reports of the Receiver including, but not limited to, the Seventh Report and the Supplement to the Seventh Report as follows:

- (i) **“Bojan IFC Dealer Contracts”** defined in the Order of the Honourable Mr. Justice D. Mah granted March 23, 2021 as the IFC Dealer Contracts transferred to Bojan pursuant to the June 10, 2020 Share Purchase Agreement;
- (ii) **“MSP”** defined in the Supplement to the Receiver’s Seventh Report as the monitoring service provider for the Bojan IFC Dealer Contracts;
- (iii) **“ISP”** defined in the Supplement to the Receiver’s Seventh Report as the interactive service provider for the Bojan IFC Dealer Contracts;
- (iv) **“Capitol Non-Funded Accounts”** defined in the Supplement to the Receiver’s Seventh Report as accounts having previously been determined to be non-funded accounts and returned to Capitol;
- (v) **“Disputed Accounts”** defined in the Supplement to the Receiver’s Seventh Report as being six accounts originating from Capitol alleged not to have been funded by Intelife;

AND UPON being informed by counsel for Bojan that counsel for Bojan and counsel for Capitol have agreed that the Capitol Non-Funded Accounts will be treated as Disputed Accounts (and are hereinafter collectively referred to as the **“Disputed Accounts”**);

(b) attached to this Order are the following Schedules:

- (i) **Schedule “A”** being a reconciliation of net RMR due to Bojan on account of the Bojan IFC Dealer Contracts, a copy of which is attached as Schedule “B” to the Supplement to the Receiver’s Seventh Report;
- (ii) **Schedule “B”** being a list of the Disputed Accounts;
- (iii) **Schedule “C”** being a list of Capitol Accounts where the Receiver was unable to locate the accounts, confirm the accounts were cancelled or terminated or the Receiver has confirmed that the accounts were last invoiced prior to the appointment of the Receiver;
- (iv) **Schedule “D”** being a list of accounts where the account is registered in the name of Capitol with the ISP or MSP;
- (v) **Schedule “E”** being a list of accounts originating with Turnip where the Receiver is unable to locate the accounts or confirm that the accounts were cancelled or terminated;
- (vi) **Schedule “F”** being a list of accounts originating from Turnip where the account is registered with the MSP or ISP in the name of Intelife;
- (vii) **Schedule “G”** being a list of accounts originating from Pulse where the accounts are registered with the MSP to Bojan or the Receiver has been unable to determine the party who is registered with the MSP or ISP of the accounts;
- (viii) **Schedule “H”** being a form of No Interest Letter;

AND UPON reading the Affidavit of Service for materials for this Application; **AND UPON** hearing counsel for the Receiver and counsel for such other parties as appeared on this Application; **IT IS HEREBY ORDERED AND ADJUDGED:**

Service

1. Service of notice of an Application to obtain this Order and supporting materials and service of the notice of Application to obtain the Consent Order and supporting materials and as described in the Affidavit of Service filed in support of this Application, be and is hereto deemed good and sufficient and time for filing notice of the Application and supporting materials and service thereof is hereby abridged to the time actually given.

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.
3. The schedule of amounts payable by the Receiver to Bojan on account of the Bojan IFC Dealer Contracts and attached to this Order as **Schedule "A"** be and is hereby approved (the "**Payment Schedule**").
4. Notwithstanding the terms of the Consent Order, the Receiver is hereby directed to pay to Bojan the Net RMR indicated in the Payment Schedule.
5. Upon paying to Bojan the Net RMR set forth in the **Schedule "A"** to this Order, less the CRA Holdback, the Receiver shall have no further obligation to Bojan to provide any further accounting or make any further payments on account of the Bojan IFC Dealer Contracts dealt with by the Consent Order or this Order. Provided however, if the Receiver receives any funds that are identified as being related to the Bojan IFC Dealer Contracts, then the Receiver shall make reasonable commercial inquiries and efforts to determine to which of the Bojan IFC Dealer Contracts the funds are associated with and shall pay the said funds to Bojan and provide such accounting as they are able to after such efforts.
6. Notwithstanding the terms of the Consent Order, the following shall apply to the transfer or other dealings with the Bojan IFC Dealer Contracts:

Capitol

- (a) The Receiver is not required to transfer or otherwise deal with in any way any of the Disputed Accounts listed in **Schedule "B"** to this Order or the accounts listed in **Schedule "C"** to this Order;
- (b) Capitol is directed to transfer to Bojan or such other party as Bojan may direct the registration of the accounts listed in **Schedule "D"** with the ISP or MSP where Capitol is listed in **Schedule "D"** as the party registered with the respective ISP or MSP;

Turnip

- (c) The Receiver is not required to transfer or otherwise deal with in any way any of the accounts listed in **Schedule "E"** to this Order;
- (d) The Receiver is hereby directed to transfer to Bojan or such party as directed by Bojan the registration of the accounts listed in **Schedule "F"** to this Order where the account is indicated on the said Schedule to be registered with the MSP or ISP in the name of Intelife;

Pulse

- (e) Notwithstanding that the Receiver has been unable to determine whether the accounts listed in **Schedule "G"** to this Order have been registered with a MSP or ISP in the name of Pulse or any other party, if Pulse is registered with a MSP or ISP with respect to any of the accounts listed in **Schedule "G"** to this Order, Pulse is hereby directed to transfer such registration to Bojan or such party as Bojan may direct;

No Interest Letter

- (f) The Receiver shall supply to Bojan a No Interest Letter in the form attached as **Schedule "H"** to this Order confirming that IFC has no further interest in any of the accounts listed in **Schedules "B", "C", D", "E", "F", and "G"** to this Order.
7. The resolution of any disputes respecting the Disputed Accounts listed in **Schedule "B"** shall solely be with Bojan and Capitol and the Receiver is not obligated to participate in any way or take any further steps with respect to the Disputed Accounts or any resolution of disputes with respect thereto.
 8. Capitol, Turnip and Pulse shall use reasonable efforts to provide Bojan, within a reasonable period of time after written request by Bojan, provided such written request is made within 15 days of Bojan receiving a filed copy of this Order, with all information reasonably requested by Bojan relating to the Bojan IFC Dealer Contracts, including but not limited to customer information, copies of contracts, funding information, monitoring station information, interactive provider information, billing software history and cancellation information, current attrition report, gross and net RMR for each account and remittance of net RMR for each account. Notwithstanding the foregoing, each of Capitol, Turnip and Pulse shall be permitted to withhold from Bojan, with respect to each Bojan IFC Dealer Contract, the customer's address, phone number and emergency contact phone number and shall be permitted to redact such information from documents provided to Bojan pursuant to this paragraph.
 9. Bojan shall provide to the Receiver such information as is necessary for the Receiver to complete the transfer by the Receiver of the accounts the Receiver is directed to transfer pursuant to the terms of this Order (the "**Transfer Information**").

10. If Bojan does not provide the Transfer Information to the Receiver within 15 days of the date of this Order then the Receiver is not required to transfer or otherwise deal with any of the accounts which, pursuant to the terms of this Order, the Receiver was directed to transfer to Bojan or at Bojan's direction.
11. Bojan shall provide to Capitol and Pulse such directions as may be necessary for Capitol and Pulse to transfer accounts as directed by this Order.



Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

Period: Feb 2021 - June 2022 (Total of 17 months)

Dealer	Gross RMR	Total Cost	Net RMR
Pulse Medical	14,631.89	-	14,631.89
Capitol Security	6,213.92	2,820.00	3,393.92
Turnip	26,943.80	1,521.10	25,422.70
Total	\$ 47,789.61	\$ 4,341.10	\$ 43,448.51

General Notes:

1. Pulse remitted payment for \$8,941.37 on October 15th. However, dealer did not provide a detailed breakdown for individual accounts;
2. Pulse has not provided RMR reconciliation since June 2021;
3. Monitoring costs for Pulse Medical accounts were paid to Lanvac by Pulse and deducted from Gross RMR remitted to the Receiver;
4. Capitol Security has not provided an RMR reconciliation since September 2021; and
5. Net RMR is negative for accounts where the dealer has not remitted RMR or provided a breakdown of RMR collections to the Receiver however; the Receiver has been paying monitoring and/or interactive costs.
6. Turnip accounts were only charged 14 months of monitoring costs since Affiliated suspended accounts from March-May 2022.

SCHEDULE "B"

Schedule of Accounts - Capitol Security

Disputed Accounts - No further action required:

Brand	CSID	Interactive Location	Monitoring Location
Capitol Security	47-32-2478	Capitol	Bojan
Capitol Security	47-32-3187	Capitol	Bojan
Capitol Security	47-32-2370	Capitol (Non-funded account)	Cancelled May 2021
Capitol Security	47-32-3191	Capitol (Non-funded account)	Bojan
Capitol Security	47-32-2350	Last invoiced Oct 2020	Cancelled May 2021
Capitol Security	47-32-2341	Last invoiced Oct 2020	Cancelled May 2021
Capitol Security	47-32-2347	Last invoiced Oct 2020	Capitol
Capitol Security	47-32-0006	No record	No record

SCHEDULE "C"

Schedule of Accounts - Capitol Security

Accounts - Unable to locate:

Brand	CSID	Interactive Location	Monitoring Location
Capitol Security	43-06-0008	No record	Bojan
Capitol Security	43-06-0015	No record	Bojan
Capitol Security	43-06-0018	No record	Bojan
Capitol Security	43-06-0016	No record	Bojan
Capitol Security	43-06-0014	No record	Bojan
Capitol Security	43-06-0017	No record	Bojan
Capitol Security	43-06-0013	No record	Bojan

SCHEDULE "D"

Schedule of Accounts - Capitol Security

Accounts - Seeking an order directing Capitol to transfer:

Brand	CSID	Interactive Location	Monitoring Location
Capitol Security	47-32-3176	Capitol	Bojan
Capitol Security	47-32-2317	Capitol	Bojan
Capitol Security	47-32-2484	Capitol	Bojan
Capitol Security	47-32-2469	Capitol	Bojan
Capitol Security	47-32-2489	Capitol	Bojan
Capitol Security	47-32-2480	Capitol	Bojan
Capitol Security	47-32-2465	Capitol	Bojan
Capitol Security	47-32-2476	Capitol	Capitol
Capitol Security	47-32-2468	Capitol	Bojan
Capitol Security	47-32-2318	Capitol	Bojan
Capitol Security	47-32-2470	Capitol	Bojan
Capitol Security	47-32-2445	Capitol	Bojan
Capitol Security	47-32-2460	Capitol	Bojan
Capitol Security	47-32-2475	Capitol	Bojan
Capitol Security	47-32-2477	Capitol	Bojan
Capitol Security	47-32-2481	Capitol	Bojan
Capitol Security	47-32-2482	Capitol	Bojan
Capitol Security	47-32-2459	Capitol	Bojan
Capitol Security	47-32-2328	Last invoiced Oct 2020	Capitol
Capitol Security	47-32-2249	Last invoiced Oct 2021	Capitol
Capitol Security	47-32-2347	Last invoiced Oct 2022	Capitol

SCHEDULE "E"

Schedule of Accounts - Turnip Home

Accounts - Unable to transfer:

Brand	CSID	Interactive Location	Monitoring Location
Turnip Home	13966	Cancelled	Cancelled
Turnip Home	4741110	Cancelled	Cancelled
Turnip Home	14015	Cancelled	Cancelled
Turnip Home	13911	No Record	Cancelled
Turnip Home	13998	No Record	No Record

SCHEDULE "F"

Schedule of Accounts - Turnip Home

Accounts - Seeking an order to transfer:

Brand	CSID	Monitoring Location	Interactive Location
Turnip Home	13992	Cancelled	Intelife
Turnip Home	4740163	Intelife	Cancelled
Turnip Home	13967	Intelife	Intelife
Turnip Home	13929	Intelife	Intelife
Turnip Home	4740170	Intelife	Intelife
Turnip Home	13988	Intelife	Intelife
Turnip Home	14018	Intelife	Intelife
Turnip Home	13990	Intelife	Intelife
Turnip Home	13976	Intelife	Intelife
Turnip Home	13936	Intelife	Intelife
Turnip Home	14020	Intelife	Intelife
Turnip Home	14009	Intelife	Intelife
Turnip Home	13940	Intelife	Intelife
Turnip Home	14013	Intelife	Intelife
Turnip Home	13991	Intelife	Intelife
Turnip Home	13980	Intelife	Intelife
Turnip Home	13944	Intelife	Intelife
Turnip Home	13938	Intelife	Intelife
Turnip Home	13917	Intelife	Intelife
Turnip Home	13970	Intelife	Intelife
Turnip Home	13920	Intelife	Intelife
Turnip Home	13972	Intelife	Intelife
Turnip Home	4740060	Intelife	Intelife
Turnip Home	13959	Intelife	Intelife
Turnip Home	4740161	Intelife	Intelife
Turnip Home	13997	Intelife	Intelife
Turnip Home	13914	Intelife	Intelife
Turnip Home	13993	Intelife	Intelife
Turnip Home	13933	Intelife	Intelife
Turnip Home	4740164	Intelife	Intelife
Turnip Home	14003	Intelife	Intelife
Turnip Home	4740158	Intelife	Intelife
Turnip Home	13953	Intelife	Intelife
Turnip Home	4740176	Intelife	Intelife
Turnip Home	13981	Intelife	Intelife
Turnip Home	14011	Intelife	No Record
Turnip Home	13969	No Record	Intelife
Turnip Home	13943	No Record	Intelife
Turnip Home	13984	No Record	Intelife

SCHEDULE "G"

Schedule of Accounts - Pulse Medical Security

Accounts - Seeking an order directing Pulse to Transfer

Brand	CSID	Monitoring Location	Interactive Location
Pulse Medical	EB6732	Bojan	Unknown
Pulse Medical	EB6867	Bojan	Unknown
Pulse Medical	80-26-8072	Bojan	Unknown
Pulse Medical	80-26-8051	Bojan	Unknown
Pulse Medical	43-07-0061	Bojan	Unknown
Pulse Medical	43-07-0077	Bojan	Unknown
Pulse Medical	43-07-0145	Bojan	Unknown
Pulse Medical	EB6880	Bojan	Unknown
Pulse Medical	80-06-101820	Bojan	Unknown
Pulse Medical	80-26-8045	Bojan	Unknown
Pulse Medical	80-26-300037	Bojan	Unknown
Pulse Medical	EB6916	Bojan	Unknown
Pulse Medical	EB8019	Bojan	Unknown
Pulse Medical	43-07-6572	Bojan	Unknown
Pulse Medical	EB6711	Bojan	Unknown
Pulse Medical	80-26-300144	Bojan	Unknown
Pulse Medical	80-26-300153	Bojan	Unknown
Pulse Medical	80-06-101805	Bojan	Unknown
Pulse Medical	43-07-0134	Bojan	Unknown
Pulse Medical	43-07-0027	Bojan	Unknown
Pulse Medical	43-07-0075	Bojan	Unknown
Pulse Medical	80-06-102068	Bojan	Unknown
Pulse Medical	43-07-0078	Bojan	Unknown
Pulse Medical	43-07-6589	Bojan	Unknown
Pulse Medical	80-26-8075	Bojan	Unknown
Pulse Medical	80-26-300088	Bojan	Unknown
Pulse Medical	80-26-300040	Bojan	Unknown
Pulse Medical	EB6946	Bojan	Unknown
Pulse Medical	80-07-0019	Bojan	Unknown
Pulse Medical	EB6871	Bojan	Unknown
Pulse Medical	80-26-8053	Bojan	Unknown
Pulse Medical	80-26-300154	Bojan	Unknown
Pulse Medical	X3029	Unknown	Unknown
Pulse Medical	X3067	Unknown	Unknown
Pulse Medical	X9631	Unknown	Unknown
Pulse Medical	X3044	Unknown	Unknown
Pulse Medical	X6672	Unknown	Unknown
Pulse Medical	X9702	Unknown	Unknown
Pulse Medical	X5179	Unknown	Unknown
Pulse Medical	X5178	Unknown	Unknown
Pulse Medical	X9705	Unknown	Unknown

Pulse Medical	X6688	Unknown	Unknown
Pulse Medical	X3060	Unknown	Unknown
Pulse Medical	X9674	Unknown	Unknown
Pulse Medical	X5205	Unknown	Unknown
Pulse Medical	X6771	Unknown	Unknown
Pulse Medical	80-26-300045	Unknown	Unknown
Pulse Medical	X9643	Unknown	Unknown
Pulse Medical	X9706	Unknown	Unknown
Pulse Medical	X5180	Unknown	Unknown
Pulse Medical	X9613	Unknown	Unknown
Pulse Medical	X5192	Unknown	Unknown
Pulse Medical	X5171	Unknown	Unknown
Pulse Medical	X9749	Unknown	Unknown
Pulse Medical	X9839	Unknown	Unknown
Pulse Medical	X6603	Unknown	Unknown
Pulse Medical	X5181	Unknown	Unknown
Pulse Medical	X9850	Unknown	Unknown
Pulse Medical	X9646	Unknown	Unknown
Pulse Medical	X5207	Unknown	Unknown
Pulse Medical	X9875	Unknown	Unknown
Pulse Medical	X6703	Unknown	Unknown
Pulse Medical	X5218	Unknown	Unknown
Pulse Medical	43-07-0054	Unknown	Unknown
Pulse Medical	X6704	Unknown	Unknown
Pulse Medical	X5209	Unknown	Unknown
Pulse Medical	X6717	Unknown	Unknown
Pulse Medical	X5204	Unknown	Unknown
Pulse Medical	X9883	Unknown	Unknown
Pulse Medical	X9808	Unknown	Unknown
Pulse Medical	43-07-1001	Unknown	Unknown
Pulse Medical	X3059	Unknown	Unknown
Pulse Medical	X9713	Unknown	Unknown
Pulse Medical	X3061	Unknown	Unknown
Pulse Medical	X3005	Unknown	Unknown
Pulse Medical	X9800	Unknown	Unknown
Pulse Medical	X6756	Unknown	Unknown
Pulse Medical	X5217	Unknown	Unknown
Pulse Medical	80-07-0005	Unknown	Unknown
Pulse Medical	X9859	Unknown	Unknown
Pulse Medical	X3051	Unknown	Unknown
Pulse Medical	X5197	Unknown	Unknown
Pulse Medical	X3068	Unknown	Unknown
Pulse Medical	43-07-6596	Unknown	Unknown
Pulse Medical	X9664	Unknown	Unknown
Pulse Medical	X9681	Unknown	Unknown
Pulse Medical	X6649	Unknown	Unknown
Pulse Medical	X5215	Unknown	Unknown

Pulse Medical	X9634	Unknown	Unknown
Pulse Medical	80-26-300127	Unknown	Unknown
Pulse Medical	X9665	Unknown	Unknown
Pulse Medical	43-07-0010	Unknown	Unknown
Pulse Medical	X9809	Unknown	Unknown
Pulse Medical	X3045	Unknown	Unknown
Pulse Medical	43-07-0036	Unknown	Unknown
Pulse Medical	80-26-300006	Unknown	Unknown
Pulse Medical	X6629	Unknown	Unknown
Pulse Medical	X5173	Unknown	Unknown
Pulse Medical	43-07-0063	Unknown	Unknown
Pulse Medical	X9614	Unknown	Unknown
Pulse Medical	X9632	Unknown	Unknown
Pulse Medical	80-26-300007	Unknown	Unknown
Pulse Medical	X9837	Unknown	Unknown

SCHEDULE "H"

TO WHOM IT MAY CONCERN:

MNP Ltd., in its capacity as Court-Appointed Receiver of Intelife Financial Corporation, does hereby confirm that Intelife Financial Corporation has no financial, ownership or other interest in the accounts listed in the Schedule attached hereto.

Dated at the City of Edmonton, in the Province of Alberta, this ____ day of _____, 2022.

MNP LTD., in its capacity as Court-Appointed
Receiver of Intelife Financial Corporation
Per: