



No. S-179749
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE RECEIVERSHIP OF NETWORK INTELLIGENCE INC.**

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

NOTICE OF APPLICATION

Name of Applicant: 1130489 BC Ltd.
(the "Applicant", or "113")

To: Deloitte Restructuring Inc., Receiver
c/o its counsel

And To: The Service List

TAKE NOTICE that an application will be made by the Applicant to the presiding Registrar at the Courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on **Wednesday, January 10, 2018 at 9:45 a.m.** for the orders set out in Part 1 below.

Part 1: ORDERS SOUGHT

1. 113 seeks the following:
 - (a) A declaration that 113 has a valid and enforceable security interest by virtue of the general security agreement, made in writing and signed by Network Intelligence Inc. ("**Network Intelligence**") and registered in the BC personal property registry under base registration no. 209643K, on August 16, 2017 by which Network Intelligence granted a security interest in and to all of Network Intelligence's present and after acquired property;
 - (b) A declaration that the security interest in all of Network Intelligence's property, as granted by Network Intelligence to 113 secures all amounts due and owing to

113 by Network Intelligence Inc. ("**Network Intelligence**") under the following credit facilities:

- (i) Promissory Note, dated September 12, 2017, in the amount of \$350,000 CAD; and
- (ii) Convertible Loan Agreement, in the principal amount of \$10,000,000 USD, dated September 15, 2017

plus interest and costs payable in accordance with their contractual terms (the "**Secured Obligations**"); and

- 2. An Order directing the Receiver to credit-bid, or pay out of from any proceeds of sale arising under the sales process order pronounced November 22, 2017, and varied December 14, 2017, the Secured Obligations, after payment of the priority charges owing under the order appointing the Receiver pronounced October 31, 2017.

Part 2: FACTUAL BASIS

Nature of Application

- 3. 113 is a secured creditor of Network Intelligence Inc. who, upon Network Intelligence falling into default of one of the credit facilities (a Promissory Note) which was secured by a General Security Agreement obtained an order appointed Deloitte Restructuring Inc. (the "**Receiver**") as the Receiver over the assets and undertakings of Network Intelligence by order pronounced on October 31, 2017 (the "**Receivership Order**").
- 4. Prior to the Receivership Order being pronounced, the Receiver obtained a standard security opinion letter as to 113's position as a secured creditor.
- 5. By Order pronounced November 22, 2017, a sales process was ordered (the "**Sales Process Order**") to be undertaken by the Receiver, with a 'credit-bid' offer from 113, standing as a stalking horse bid.
- 6. The bid deadline under the Sales Process Order was set to be December 15, 2017. However, by Order pronounced December 14, 2017, the Bid Deadline was extended to January 5, 2018, with the closing for any successful bid to be January 11, 2018.
- 7. At the application heard December 14, 2017 certain parties, mainly individuals representing limited partnerships who indicated that they could be possible creditors, or were alleging that they ought to be creditors, of Network Intelligence questioned the amount owed to 113 and whether those amounts were secured.
- 8. In order to comply and participate with the January 5, 2018 bid deadline, and to either 'credit-bid' 113's offer, if it is the successful offeror, or pay out sales proceeds upon closing if another offeror's bid is ultimately successful, 113 requires a declaration as to the validity and enforceability of its security and what amounts are secured thereby.

Factual Background to 113's Lending:

9. 113's involvement as a lender started during the summer of 2017 when various "investors" in Network Intelligence were expressing concern over the financial condition of the company, specifically, that there was no revenue and no operating cash, that the principal of the company, Ethan Sun, was having legal and financial difficulties with other companies with which he was affiliated (and who were shareholders of Network Intelligence), and that employees of Network Intelligence were threatening to quit, the effect of which could be the loss of the intellectual technology under development with Network Intelligence unless they could get urgent new investment. Network Intelligence needed immediate cash for its ongoing operating needs.

Affidavit #1 of R. Nie (para 2 to 3)

10. From approximately May or June of 2017, the principal of Network Intelligence, Ethan Sun ("Ethan") had been repeatedly telling the "investors", and specifically those associated with Network Intelligence, that he had a business transaction in China that was in the process of being closed. Once that deal closed, sufficient funds would be generated to be invested into Network Intelligence to enable Network Intelligence to continue its research and development through to a final roll out of the technology to the market, which was anticipated to possibly take to the end of 2018, at a cost of approximately \$30M.

Affidavit #1 of R. Nie (para 5)

11. The development of the technology, as is the case with any technology such as this chip technology, is considered "high risk, high reward", with the biggest risks being that a competitor could easily, without any notice, beat you to the market with the same technology. It is a race to the finish. In addition, while the investment costs vary, they can be quite formidable as it might take more than 2 or 3 times of tape out tries (each tape out try costs close to \$2M USD) to have a marketable product ready, such that the overall research and development cost might go over the budget by 2 or 3 times, easily.

Affidavit #1 of R. Nie (para 6)

12. Given that, transactions involving these types of companies must be done very quickly, as anything that could result in a delay to the ongoing research and development puts the project, and therefore all investment into it, in serious jeopardy. An inability to continue making payments to employees (that being the human capital that is the most important value to the successful development of the technology) and the service providers who physically produce the chip technology once developed, creates a potentially disastrous risk.

Affidavit #1 of R. Nie (para 7 - 8)

13. On August 1, 2017, Lixin (Alex) Wang, as a representative of one of the limited partnerships who had invested in Network Intelligence, reached out to group of 67 investors to see if they could work together to put in further investment to secure financing for the immediate needs, stating (in Mandarin, as translated):

To secure the 4.0 team (Network Intelligence), at least 3 months salaries are needed, the total would be \$2 million plus other expenses. If we only press

Ethan, even if he could manage raising fund, it will be too late, let alone to say if he couldn't. So, we'll have to face reality, it doesn't help just talking. If we contribute \$100k each, it's almost good. I express my opinion first that I could make the contribution. Please let me know your views.

14. Aside from an initial response by one party prompting all the others to respond, there was no response to this proposal. As it appeared that the group was not willing to invest to preserve Network Intelligence's research and development, Mr. Wang sought investment from other parties.

Affidavit #1 of A. Wang (paras 18 - 19)

113's Credit Facilities and Security

15. 113 was incorporated on August 16, 2017 as the corporate vehicle for any transaction that was going to be undertaken with Network Intelligence, to preserve the assets.

Affidavit #1 of R. Nie (para 9)

16. Initially, a transaction was proposed for 113 to purchase 7,000,000 of Istuary Holdings Ltd.'s ("Istuary Holdings") shares in Network Intelligence. However, by late August, 2017 it was clear a share purchase agreement would take too long to arrange and the need for funding was too immediate. The Financial information of Network Intelligence showed that Network Intelligence was insolvent with over \$7.0M in operating losses as of July 31, 2017, only \$442 cash in the bank, it appearing that \$2.15M in operating capital had been diverted by the Istuary Group as loans to other Istuary companies rather than made available for Network Intelligence, and close to \$15M shown to be owing on convertible loans. Half of the research and development team had officially resigned, with many of the members traveling to China seeking working opportunities and interviewing with Canadian & US IC design companies such that it was not clear if Network Intelligence would be able to get the team back, with employees being in the process or having already retained counsel to sue Network Intelligence, with millions of dollars owing on overdue accounts to critical technology providers, all of which was seriously jeopardizing the value of this project, which was already speculative given the nature of the assets as noted above.

Affidavit #1 of R. Nie (para 10-11)

17. However, another party, Jiu Fa Investments Ltd. ("Jiu Fa") had shown an interest in buying Network Intelligence, and had already been meeting with Network Intelligence and its employees since June 2017, and had completed their due diligence as of August 15, 2017. Because of this, even if 113 did not enter into a long term agreement, an agreement could be reached with this party quite quickly to pay out any emergency bridge financing.

Affidavit #1 of R. Nie (para 12)

18. 113 agreed to provide this emergency bridge funding to Network Intelligence on a very short term basis to cover these urgent requirements, given that the investment as a whole was very fragile and at risk for the reasons set out above.

Affidavit #1 of R. Nie (para 13)

19. Network Intelligence entered into a Loan and Service Agreement, guaranteed by Istuary Holdings, in the principal amount of \$1.2M (USD) (the "**Share Pledge Loan Agreement**"), by which it would make these urgent advances to 113 for its immediate "working capital purposes", in exchange for certain security and a high rate of interest. As security for the Share Pledge Loan Agreement, Network Intelligence executed a written General Security Agreement on August 22, 2017.

Affidavit #1 of R. Nie (para 14, 16)

20. While the annualized rate of interest was high on its surface, given that Ethan Sun, on behalf of Network Intelligence, indicated that it would be repaid very quickly, i.e. within a week, the rate was set on the basis that if re-paid within that time frame as promised, the amount of interest realized could hardly cover the actual out of pocket expenses (including all the bank costs for converting funds as investment was coming from China). Specifically, at \$1,200,000 USD, if the loan had been paid out on time, the amount of interest paid would have been only \$11,500 USD (approximately).

Affidavit #1 of R. Nie (para 15)

21. By September 5th, 2017, the credit advanced under the Share Pledge Loan Agreement (most advances being for payroll and technology service providers) had matured, and the limit funded since the first advance made on August 28th, 2017. There was no sign that that Network Intelligence was going to be able to reach any resolution. By this point, 113 was facing the risk of losing 100% of the amounts advanced under the Share Pledge Loan Agreement.

Affidavit #1 of R. Nie (para 18, 19)

22. In addition, 113 became aware that Istuary Holdings had provided a written guarantee to Istuary related Venture Capital funds, including Istuary Platinum Fund II LP, and Istuary Platinum Fund III LP, which, because Istuary Holdings was a shareholder in Network Intelligence, it put Network Intelligence at risk. These Istuary related Venture Capital funds had either matured, or were set to mature within a month or so. This meant that the Network Intelligence share pledged by Istuary Holdings to 113 as security for the Share Pledge Loan was also at risk.

Affidavit #1 of R. Nie (para 20)

23. 113 was getting increasingly concerned with the viability of Network Intelligence given its financial status, outstanding unsecured debt, and risks to the technology's development, such that a share purchase agreement was not looking like a viable investment opportunity for 113 at all.

Affidavit #1 of R. Nie (para 21)

24. Alex Wang, a director of one of the GPs of the investor group reached out again to the investor group as a whole, on September 2, 2017 to raise the issues, confirm his involvement with the bridge lender, i.e. 113, and encourage a resolution through a sale, that being with Jiu Fa. In his message Mr. Wang, among other things confirmed that:

- (a) Confirmed that the team had worked hard with Jiu Fa and had sent a link to a data room to them, and urged them to provide any questions, but heard nothing;

- (b) He has pushed Mr. Sun to find other purchasers, and that Mr. Sun had shown him his own WeChat messages showing that he had contacted others with no response;
- (c) That Mr. Sun and Jiu Fa had talked to each other and that Mr. Sun told Jiu Fa of the perilous financial condition of Network Intelligence;
- (d) His concern with the employees, including that they were being poached and that if “we” [meaning 113] hadn’t paid their salaries the whole team would have been gone and that “we” [again, meaning 113] had no choice but to raise funds urgently to pay salaries and cover expenses, noting that the “Vancouver LPs” had been invited to participate;
- (e) Raising that there was not sufficient time for “potential buyers”, and again referencing “our” [meaning 113’s] bridge loan; and
- (f) Suggesting that everyone consider supporting a sale, as no matter who takes over, urgent cash was “they key”.

Affidavit #1 of A. Wang (para 31, Exh “E”)

25. In order to preserve 113’s investment into Network Intelligence under the Share Pledge Loan, and notwithstanding the impediments, 113 agreed to provide further financing at Network Intelligence’s request, on a more long term basis, to cover Network Intelligence’s operating costs while Network Intelligence pursued investment/sale opportunities. In particular, Network Intelligence requested that 113 provide a \$10,000,000 USD credit facility, on more favourable interest rates as are typical with the longer term debt, albeit in a distressed scenario.

Affidavit #1 of R. Nie (para 22)

26. To prevent Network Intelligence’s value going to Zero, 113 took the risks of Network Intelligence’s potential failure in the future and decided to continue to fund Network Intelligence’s operations. In order to cover immediate cash flow needs while this further operating loan was being negotiated, and at the request of Network Intelligence, an advance of \$350,000 was made by 113 under a Promissory Note dated September 12, 2017, which was noted and agreed to be secured by the GSA.

Affidavit #1 of R. Nie (para 23)

27. Then, by a Convertible Loan Agreement dated September 15, 2017 (the “**Convertible Loan Agreement**”), 113 agreed to provide a credit facility in the principal amount of \$10,000,000 USD for a one year term to allow Network Intelligence to sustain its research and development and restructure itself to completion of the project.

Affidavit #1 of R. Nie (para 24)

28. 113 did, however, have even more concern about the ability to recover under the Convertible Loan Agreement as the financial status of Network Intelligence (and Ethan Sun and his other company interests) was investigated and more issues determined. Specifically, given the financial issues, 113 had, among others, the following concerns with the viability of this loan:

- (a) whether or not Network Intelligence's assets and undertaking were in fact worth the amount being financed by 113 given the risks to development, including the potential for loss of employees and service providers who had by now been repeatedly paid late, and were starting to show signs that they would pull their services entirely, which would cause significant delay to development; and
- (b) whether or not the unsecured creditors holding the convertible loans, specifically Istuary Innovation Fund II Limited Partnership (maturity date August 23, 2017), Istuary Innovation Fund III Limited Partnership (maturity date January 5, 2018), and Istuary Platinum Fund III Limited Partnership (Maturity Date January 5, 2018) would be called upon their maturities, which could interfere with the project.

Affidavit #1 of R. Nie (para 25)

29. Accordingly, it was a specific condition of the Convertible Loan Agreement that it too be secured by the GSA, and that the convertible loans to Innovation Fund II LP, Innovation Fund III LP, and Istuary Platinum Fund III LP be converted to Shares.

Affidavit #1 of R. Nie (para 26)

30. An email was sent to Ethan Sun, the principal of Network Intelligence, by 113's representative on September 15, 2017 as to that requirement, and noting the fact that the company was running out of funds and the value of the company was "swiftly going to zero" given that Network Intelligence had lost nearly half of its team, such that 113 could only put the further financing in place if the convertible notes were in fact converted. In response, Mr. Sun stated that he agreed with the conversion.

Affidavit #1 of R. Nie (para 27, Exhibit "H")

31. Mr. Sun provided the following documents (executed September 20, 2017) to Network Intelligence to show the conversion had occurred and that that condition precedent had been met and properly constituted:
- (a) Director's resolution of Network Intelligence approving the loan conversion;
 - (b) a special resolution of the shareholders of Network Intelligence approving the conversions;
 - (c) disclosure of interest form from Yian Sun (being the Chinese name of Ethan Sun) as director of Network Intelligence; and
 - (d) Conversion Forms executed by each of Innovation Fund II, Innovation Fund III, and Platinum Fund III.

Affidavit #1 of R. Nie (para 28, Exhibit "I")

32. The requirement for debt conversion with financing of these types of transactions involving the "high risk, high reward" technology sector is not unusual, especially if the company is in financial trouble. Investors in technology start-up companies are not prepared to risk their financing by the uncertainty of such creditors deciding to pull their support and demand on such loans. Such investors also want the certainty of any

convertible loans converted, so that any dilution of equity has occurred prior to the new investment. In this case, there was a significant risk that even after investing tens of millions of dollars into it, the project could be entirely unsuccessful with no recovery whatsoever, which could happen if a competitor gets the same technology to the market first.

Affidavit #1 of R. Nie (para 29 to 30)

33. The simple fact is, if Network Intelligence did not agree to the conversion, 113 would not have injected any financing whatsoever, and in all likelihood, development would have been halted, employees and service providers permanently lost, and value of the company would have disappeared to zero.

Affidavit #1 of R. Nie (para 31)

Part 3 LEGAL BASIS

Validity and Enforceability of Security Agreement and Granting of Security Interest

34. By virtue of the general security agreement, Network Intelligence granted to 113 a security interest in and to all of its:

“present and after-acquired personal property, and all personal property in which [Network Intelligence] has rights of whatever nature or kind, wherever situate”, including without limitation certain enumerated classes “now owns or in the future owned”.

***General Security Agreement, para 1.1
Petition, filed October 16, 2017 (Annexure B)
Affidavit #1 of R. Nie, Page 30***

35. The General Security Agreement complied with all formal requirements under the *Personal Property Security Act*, R.S.B.C. 1996, c. 359. Specifically, it is in writing and signed by the debtor (s.10). That security interest attached by virtue of the value being given, that being when the subsequent advances were made as detailed below (s. 12) and is in fact perfected by way of its registration in the BC personal property registry, which was done under base registration no. 209643K (s. 19).

***PPSA Search
Petition, filed October 16, 2017 (Annexure C)***

Amounts Secured by the GSA

36. By its terms, the General Security Agreement (***Page 32, Affidavit #1 of R. Nie***) is security for the following “Obligations” as defined therein:

3. This Agreement and the Security Interest are in addition to and not in substitution for any other security interest now or in future held by the Secured Party from the Debtor or from any other person and shall be general and continuing security for the payment of all indebtedness and liability of the Debtor to the Secured Party (including interest thereon), present or future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, and any ultimate balance thereof, including all advances on current or running account and all future advances and

re-advances, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor be bound alone or with another or others, and whether as principal or surety, and for the performance and satisfaction of all obligations of the Debtor to the Secured Party, whether or not contained in this Agreement, and whether the Debtor be bound alone or with another or others (all of which indebtedness, liability and obligations are collectively the "**Obligations**").

37. Each of the credit facilities specifically confirmed that the amounts advanced thereunder would be secured by the security interest granted to 113 by Network Intelligence under the GSA. Specifically:

(a) The Share Pledge Loan/Loan Service Agreement (**Page 15, Affidavit #1 of R. Nie**) states as follows:

8.1 The Borrower shall grant, or otherwise provide, to the Lender as security for repayment of the Loan the following security, all in form and substance satisfactory to the Lender (the "Security"):

(a) a general security agreement from the Borrower in favour of the Lender creating a security interest in all of the Borrower's present and after-acquired personal property and all proceeds of that property (the "GSA");...

(b) The Promissory Note (**Page 49, Affidavit #1 of R. Nie**) states as follows:

The Borrower acknowledges that the loan and service agreement dated August 22, 2017 between the Borrower, the Lender and Istuary Group Holdings Ltd. is terminated. Notwithstanding the termination of such loan and service agreement, the Borrower acknowledges and agrees that the Borrower's obligations under this promissory note are secured by the general security agreement dated August 22, 2017 between the Borrower and the Lender, and by the security interest granted by the Borrower therein.

(c) Section 14.1 of the Convertible Loan Agreement (**Page 49, Affidavit #1 of R. Nie**) states as follows:

.... all security previously granted to the Lender pursuant to the loan agreement dated August 22, 2017 between the Borrower, as borrower, the Lender, as lender, and Istuary Group Holdings Ltd., as guarantor, including a security agreement from the Borrower in favour of the Lender dated August 22, 2017, creating a security interest in all of the Borrower's present and after-acquired personal property and proceeds of that property, shall continue as security for repayment of all amounts advanced under the Facility

38. By signing each of the credit facility agreements, Network Intelligence further acknowledged and agreed that the amounts advanced thereunder would be secured by the security interest granted under the General Security Agreement.

39. The amounts advanced under the credit facilities up to the date of the Receivership and secured by the General Security Agreement are as follows:

Facility	Amounts Advanced (USD)	Plus Interest Under its Terms	Plus All Recoverable Costs
Share Pledge Loan/ Loan Service Agreement	\$926,563	On each advance, 50% per annum compounded annually (para 3.1, page 15 <i>Aff #1 of R. Nie</i>)	All of the Lender's costs, including Lender's fee, broker commission, solicitor's fees, and disbursements, for preparation of this Agreement, registration of the security for the loan. On default, the Borrower shall pay all costs charges and expenses of the Lender in enforcing this Agreement, including solicitor and own client costs. (para 6.1, page 15, <i>Aff #1 of R. Nie</i>)
Promissory Note	\$273,438	No Interest	
Convertible Loan Agreement	\$2,511,385	On each advance, 12.0% per annum, compounded annually (para 4.1, page 52 <i>Aff #1 of R. Nie</i>)	All of the Lender's costs, including the Lender's fee, broker commission, solicitor's fees and disbursements, for the preparation of this Agreement, and registration of the security for the Facility. On default, the Borrower shall pay all costs, charges and expenses of the Lender in enforcing this Agreement, including solicitor and client costs. (para 6.1, page 53, <i>Aff #1 of R. Nie</i>)
(GSA –as to recoverable costs)			If the Debtor fails to perform any of its obligations under this Agreement ... any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and own client basis) incurred in connection therewith shall be payable by the Debtor to the Secured Party forthwith with interest until paid at the highest rate borne by any of the Obligations and such amounts shall be secured by this Agreement and rank prior to all claims subsequent to this Agreement. (para 15, page 39, <i>Aff #1 of R. Nie</i>)
Total	\$3,711,386.00 (the "Advanced Amounts")	(the "Contractual Interest Rate")	

40. A full listing with particulars of the Advanced Amounts has been provided to the Receiver.

Affidavit #3 of A. Simister, Exhibit "A"

41. In addition, the General Security Agreement specifically provides that, upon a Receiver being appointed and realizing upon the Collateral, that all amounts realized from the disposition of Collateral shall be applied as the Secured party, in its sole discretion, may direct or as follows:

(a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and own client basis) incurred by the Secured Party in connection with or incidental to:

(i) the exercise by the Secured Party of all or any of the powers granted to it under this Agreement; and

(ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it under this Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver excluding the Receiver's borrowings

42. Based upon the above, and pursuant to s. 10, 12, and 18 of the *Personal Property Security Act*, 113 submits that it has a valid and enforceable security interest over the collateral which is the subject of the Sales Process Order, which attached by virtue of value being given, was perfected, and secures repayment of the Advanced Amounts, plus interest at the Contractual Interest Rates, and all recoverable expenses and costs, including legal fees on a solicitor and own client basis, in priority to all other creditors, excluding the lenders to the Receiver under the Receiver's Certificate.

43. Accordingly, 113 seeks a declaration from this Honourable Court that the Advanced Amount, plus all interest at the Contractual Interest Rate and all recoverable expenses and costs including legal fees on a solicitor and own client basis, is validly secured by the General Security Agreement granted to it by Network Intelligence, and that the Receiver be directed to credit-bid those amounts or pay them out of any proceeds of sale, after payment of the priority charges under the Receivership Order.

Part 4: MATERIAL TO BE RELIED ON

44. Petition filed October 16, 2017

45. Affidavit of Y. Xu sworn October 26, 2017

46. Receivership Order pronounced October 31, 2017

47. Sales Process Order pronounced November 22, 2017

48. Affidavit #1 of Renke Nie, sworn December 11, 2017

49. Affidavit #1 of Alex Wang, sworn December 13, 2017

50. Affidavit #3 of A. Simister, sworn December 19, 2017

51. Such other materials as counsel may advise in reply to any response materials

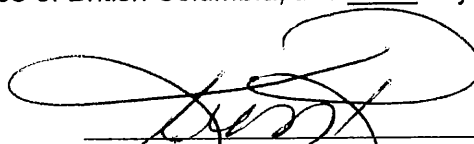
The Applicant estimates that the application will take 20 minutes.

This matter is NOT within the jurisdiction of a Master, as it requires inherent jurisdiction.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to the application, you must

- (a) file an Application Response in Form 33 within 5 days after the date of service of this Notice of Application or, if the application is brought under Rule 9-7 of the *Supreme Court Civil Rules*, within 11 days after the date of service of this Notice of Application; and
- (b) at least 2 days before the date set for the hearing of the application, serve on the applicant 2 copies, and on every other party one copy, of a filed copy of the Application Response and the other documents referred to in rule 9-7(12) of the *Supreme Court Civil Rules*.

Dated at the City of Vancouver, in the Province of British Columbia, this 19th day of December, 2017.



Lawson Lundell LLP
Solicitors for the Applicant

This Notice of Application is filed by the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2.

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this Notice of Application

with the following variations and additional terms:

Date: _____

Signature of Judge Master

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- Other –

No. S-179749
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE RECEIVERSHIP OF NETWORK
INTELLIGENCE INC.

BETWEEN:

1130489 B.C. LTD.

PETITIONER

AND:

NETWORK INTELLIGENCE INC.

RESPONDENT

NOTICE OF APPLICATION



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Phone: (604) 685-3456
Attention: Kimberley A. Robertson