

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF ORBCARE INC., A
CORPORATION INCORPORATED UNDER THE CANADA
*BUSINESS CORPORATIONS ACT***

**MOTION RECORD
(Extension of Time to File a Proposal and Approval of DIP Financing)
(returnable June 25, 2019)**

DATE: June 22, 2019

GOLDMAN SLOAN NASH & HABER LLP

Suite 1600, 480 University Avenue

Toronto (ON) M5G 1V2

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TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF ORBCARE INC., A
CORPORATION INCORPORATED UNDER THE CANADA
BUSINESS CORPORATIONS ACT**

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Tab 1

Estate No. 31-2516167

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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MAKE A PROPOSAL OF ORBCARE INC., A
CORPORATION INCORPORATED UNDER THE CANADA
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**NOTICE OF MOTION
(Extension of Time to File a Proposal and Approval of DIP Financing)
(returnable June 25, 2019)**

OrbCare Inc. (“**OrbCare**”) will make a motion to a judge of the Commercial List at 330 University Avenue, Toronto, Ontario, on Tuesday June 25, 2019, at 9:30 a.m. or as soon thereafter as the motion can be heard.

THE PROPOSED METHOD OF HEARING: The motion is to be heard

- in writing under subrule 37.12.1(1) because it is made without notice;
- in writing as an opposed motion under subrule 37.12.1(4); or
- orally.

THE MOTION IS FOR (i) an order extending from June 27, 2019, to August 12, 2019 the time limit for MNP Ltd. in its capacity as proposal trustee to file with the official receiver a proposal pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”) on behalf of OrbCare; and (ii) an order authorizing OrbCare to obtain and borrow under a credit facility (the “**Credit Facility**”) from iGan Partners Inc. (the “**DIP Lender**”) on terms set out in the debtor-in-possession financing facility term sheet between OrbCare, the DIP Lender and certain guarantors dated June 11, 2019 (the “**DIP Term Sheet**”) and granting in favour of the DIP Lender a charge (the “**DIP Lender’s Charge**”) on OrbCare’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof.

THE GROUNDS FOR THE MOTION ARE:*Extension of Time Limit to File a Proposal*

- (a) On May 28, 2019, OrbCare filed a notice of intention to make a proposal (the “NOI”) under Section 50.4 of the BIA;
- (b) Unless extended, the time limit for OrbCare to make a proposal is June 27, 2019;
- (c) OrbCare is working on regularizing its financial reporting and analyzing the available options to make a proposal to its creditors, but requires further time to do so;
- (d) OrbCare’s underlying business is valuable and has more value to creditors as a going concern than in liquidation, and OrbCare is likely be able to make a viable proposal;
- (e) OrbCare has acted and is acting in good faith and with due diligence;
- (f) No creditor would be materially prejudiced if an extension were granted;
- (g) Section 50.4(9) of the BIA.

Approval of DIP Financing

- (a) OrbCare will lack liquidity to fund its essential business activities within 13 weeks from the filing of the NOI;
- (b) DIP lending is the only financing option left available to OrbCare, after cost-cutting and regularizing measures were implemented;
- (c) OrbCare has no regular lender, and the DIP Lender is the only lender prepared to advance cash to OrbCare;
- (d) The DIP Term Sheet’s terms, including the \$1,200,000 maximum available principal amount, \$25,000 fees and 10% interest rate are fair and reasonable;

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- (e) The Credit Facility will ensure the going concern operations of OrbCare and thereby the prospects of a viable proposal being made in respect of OrbCare;
- (f) No creditor would be materially prejudiced as a result of the Dip Lender's Charge; and
- (g) Section 50.6 of the BIA.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) The affidavit of Olivier Giner sworn June 23, 2019;
- (b) The First Report of the Trustee to be filed; and
- (c) Such further and other evidence as counsel may advise and this Honourable Court may permit.

DATE: June 22, 2019

GOLDMAN SLOAN NASH & HABER LLP

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Toronto (ON) M5G 1V2
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R. Brendan Bissell (LSO# 40354v)

Tel: 416-597-6489

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TO: THE SERVICE LIST

[4]

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF ORBCARE INC., A CORPORATION
INCORPORATED UNDER THE *CANADA BUSINESS
CORPORATIONS ACT***

Estate File No. **31-2516167**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced in TORONTO**

**NOTICE OF MOTION
(Extension of Time Limit to File a Proposal and
Approval of DIP Financing)
(returnable June 25, 2019)**

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
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Tel: 416-597-6489
Email: bissell@gsnh.com

Lawyers for OrbCare Inc.

Tab 2

Estate No. 31-2516167

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF ORBCARE INC., A
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BUSINESS CORPORATIONS ACT***

**AFFIDAVIT OF OLIVIER GINER
(sworn June 13, 2018)**

I, Olivier Giner, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. This affidavit is made in support of a motion made by OrbCare Inc. (“**OrbCare**”) for **(i)** an order extending from June 27, 2019, to August 12, 2019 the time limit for MNP Ltd. (“**MNP**”) in its capacity as proposal trustee (the “**Trustee**”) to file with the official receiver, on behalf of OrbCare, a proposal pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”); **(ii)** an order authorizing OrbCare to obtain and borrow under a credit facility (the “**Credit Facility**”) from iGan Partners Inc. (“**iGan**” and, as proposed DIP lender, the “**DIP Lender**”) on terms set out a the debtor in possession financing facility term sheet, discussed further below, between OrbCare, the DIP Lender and certain guarantors dated June 11, 2019 (the “**DIP Term Sheet**”); and granting in favour of the DIP Lender a charge (the “**DIP Lender’s Charge**”) on OrbCare’s current and future assets, undertakings and property.
2. I became a director of OrbCare on September 13, 2018. On April 9, 2019 I signed an employment contract to become Chief Operating Officer (“**COO**”) of OrbCare starting on July 1st, 2019, and to work primarily in accounting and operations management.

[2]

Despite the purported effective date of July 1st, due to the emergency of certain accounting and operating matters, it was agreed that I would commence working as COO of OrbCare immediately, but as a contractor, from April 9, 2019 to June 30, 2019, inclusively. I was subsequently appointed by the board of directors of OrbCare as Chief Executive Officer (“CEO”) and COO of OrbCare on May 17, 2019.

3. Before becoming a director of OrbCare, I was an employee (Vice-President and Chief Compliance Officer) of iGan and it was as a representative of iGan that I initially became a director of OrbCare in September 2018. On March 10, 2019 I notified iGan that I wished to pursue other interests, which led to my joining OrbCare as COO in April 2019. It was nonetheless agreed that I would continue to serve as the Chief Compliance Officer of iGan, on an interim basis, either until a replacement was found or until June 30, 2019, whichever comes first.
4. I have personal knowledge of the matters deposed to in this affidavit. Where I have relied on other sources of information, I have specifically referred to such sources and verily believe them to be true. In preparing this affidavit, I have consulted with legal, financial and other advisers of OrbCare and other members of the management team of OrbCare.

I. OVERVIEW OF ORBCARE

5. On October 8, 2013, OrbCare was incorporated under the name VConsult Services Inc. pursuant to the *Canada Business Corporations Act* (the “CBCA”). It is headquartered in Toronto, with its principal place of business at 21R Atlantic Avenue, Toronto (ON) M6K 3E7. The whole appears from a corporate profile report for OrbCare, of which a copy is attached hereto as **Exhibit A**.
6. On September 19, 2015, the company changed its name to OrbCare Inc., as appears from the corporate profile report.
7. OrbCare’s business is to provide a range of software information technology (IT) solutions to clients operating in the healthcare sector, including specialty clinics such as

radiology clinics, fertility clinics, and mental health clinics. OrbCare has approximately 12 direct clients.

8. OrbCare has the following subsidiary corporations:
 - a. a wholly owned subsidiary, Pariscribe Inc. (“**Pariscribe**”), which was incorporated under the CBCA on November 24, 2008 as appears from a corporate profile report for Pariscribe, of which a copy is attached hereto as **Exhibit B**. Pariscribe operates in the same business as OrbCare, and has 19 clients (additional to OrbCare’s own clients); and
 - b. a wholly owned subsidiary, OrbCare US, Inc. (“**OrbUS**”), which was incorporated under the laws of Delaware on March 15, 2016 as appears from an Annual Franchise Tax Report for OrbUS, of which a copy is attached hereto as **Exhibit C**. OrbUS operates in the same business as OrbCare and has 6 clients (additional to OrbCare’s an Pariscribe’s own clients).
9. On September 13, 2018, OrbCare obtained a \$2M financing (the “**2018 Financing**”) in return for preferred shares from a group of investors led by iGan. As a condition to the 2018 Financing, on the same date, OrbCare acquired for a nominal consideration all the outstanding shares of Pariscribe, which until then was a sister company and as a result became a wholly owned subsidiary of OrbCare.
10. Not including US operations, OrbCare counts 21 employees and 2 contractors.

II. DISCOVERY AND CAUSES OF INSOLVENCY

11. As stated above, I became a director of OrbCare on September 13, 2018.
12. An OrbCare board meeting was held on December 5, 2018, where OrbCare’s monthly revenues and expenses were represented to be respectively \$283,000 and \$325,000, representing an overall financial situation and net cash burn in alignment with

[4]

expectations and representations made in the context of the 2018 Financing. No other board meeting of OrbCare was held until I joined as COO in April 2019.

13. In the months of September 2018 through March 2019, in my capacity as Vice-President of iGan and as a director of OrbCare, I discussed with OrbCare's management whether OrbCare's financial reporting was sufficient for, notably, (i) eventually raising additional capital; and (ii) satisfying contractual obligations to deliver financial information to investors in link with the 2018 Financing.
14. In the months of September 2018 through March 2019, under my supervision as VicePresident of iGan, several requests were made by iGan to OrbCare for financial information.
15. At the beginning of the month of April 2019, in anticipation of joining OrbCare as COO, additional requests for financial information were addressed by iGan to OrbCare.
16. On April 1st, 2019, I attended the iGan annual general meeting, where OrbCare affirmed having monthly revenues of \$330,000.
17. On April 15, 2019, I attended the Framework Venture Capital Conference, where OrbCare again affirmed having monthly revenues of \$330,000.
18. It was around that time that I became more involved in the day-to-day, business, accounting and sales activities of OrbCare.
19. Since one of my responsibilities as COO was to entertain any financing opportunities, I intended to respond to numerous requests for financial reporting documentation from (i) iGan; (ii) other investors in the 2018 Financing and (iii) new potential investors.
20. I learned gradually that OrbCare's financial reporting was quite out of date and that no recent monthly or annual statements were available. Among other issues, no information was available in a format readily presentable, and I therefore took steps to obtain the raw data, such as bank statements, required to build such documentation.

[5]

21. On May 1st, 2019, OrbCare started gradually releasing financial information to me. Initially, only recent bank statements and credit card statements were provided.
22. I subsequently gained access to OrbCare's revised financial statements that were filed with the Canada Revenue Agency (the "CRA") for the year ending December 31, 2017, which represented significantly lower revenues than those represented in the initial, original financial statement that had been filed with the CRA for the same year and shared during the due diligence process related to the 2018 Financing.
23. I immediately entered into conversations and email exchanges with OrbCare's controller, Karen Backstrom, and learned for the first time that the company owed significant amounts to the CRA for unpaid payroll remittances.
24. Overall, in the course of my initial review of a selection of OrbCare's bank account and other financial records, and through conversations with Orbcare's controller and other employees, I noted that, among other things:
 - a. OrbCare may not have had sufficient record keeping or controls on the use or release of company funds;
 - b. OrbCare had not prepared any form of financial statements since the filing of its revised annual income tax return filed with the CRA for the year ending December 31, 2017;
 - c. OrbCare did not maintain adequate customer records and did not diligently keep track of customer invoicing and accounts receivable. I learned, for example, that certain entities which I had been told were current customers of OrbCare had in fact never been customers, or ceased to be customers of OrbCare or any of its subsidiaries;

[6]

- d. OrbCare's Quickbooks accounting records appeared dated and incomplete, including an apparent backlog of thousands of accounting entries that, to this date, have yet to be entered into its books;
 - e. OrbCare may have been liable for significant payable and unpaid debt towards its creditors, including the CRA; and
 - f. OrbCare's accounts payable may have been in excess of its cash reserves such that OrbCare had a much shorter operating runway than expected.
25. On or around May 2, 2019, I reported my initial findings to Sam Ifergan, CEO of iGan.
26. On or around May 6, 2019, I reported my findings to the other board members of OrbCare.
27. On May 17, 2019, the board of directors of OrbCare resolved to make changes in the management of OrbCare, including my appointment as COO and CEO, with the intention to attempt to stabilize the operational and cashflow situation of OrbCare as well as continue to review the actual financial situation of the company.
28. On or around May 23, 2019, I had come to the following factual conclusions:
- a. OrbCare's gross revenue per month was not in the range of \$300,000 as had been previously reported, but was closer to \$150,000 per month (including US operations);
 - b. Monthly expenses were in the range of \$260,000 per month (including US Operations);
 - c. Cash balances, which were expected to be significant after the relatively recent 2018 Financing, were significantly lower than expected;
 - d. there were significant amounts owing to the CRA, including an amount in excess of \$500,000 for unpaid payroll source contributions, as well as amounts for HST

[7]

and corporate tax which remain to be precisely calculated by reason of OrbCare incomplete record keeping; and

- e. the CRA had previously taken collection steps on account of unpaid amounts due in 2017 through the garnishment of OrbCare's bank accounts;

all of which led me to believe that:

- f. OrbCare's costs of operation were too high, notably due to an unnecessarily large number of employees;
- g. OrbCare would probably lack liquidity to fund its essential business activities within two months; and
- h. OrbCare was at risk of imminent further CRA collection efforts, which would impair or cease OrbCare's ability to continue as a going concern.

- 29. At my initiative on May 23 and May 24, 2019, the directors and shareholders of OrbCare held several meetings with MNP and legal counsel for OrbCare in order to discuss the options available to the company.
- 30. On or around May 27, 2019, after obtaining advice from OrbCare's legal counsel and the Trustee, OrbCare's board of directors, including myself, came to the conclusion that by reason of accumulated debt, OrbCare was insolvent and would have to negotiate with its creditors and put forward a proposal to permit maximum recovery and minimum alteration of the creditors' rights while ensuring the continuation of OrbCare's business for the benefit of all its stakeholders including its employees, shareholders and creditors.
- 31. On May 27, 2019 OrbCare held a board meeting and the board members signed a resolution to authorize the filing of a notice of intention to make a proposal (the "NOI") and retain MNP as trustee thereto;

32. On or around May 27, 2019, I retained Vizhenbooks, a service company specialized in assisting other companies regarding bookkeeping, to assist OrbCare in regularizing its financial statements with a primary focus on the fiscal year ending December 31, 2018.
33. On May 28, 2019, OrbCare filed the NOI under what I understand to be Section 50.4 of the BIA and the Trustee accepted to act as proposal trustee, as set out in a copy of the Certificate of Filing of the NOI attached hereto as **Exhibit D**.

III. EXTENSION OF TIME TO FILE A PROPOSAL

34. As noted above, I believe that OrbCare has acted in good faith and with due diligence before the filing of the NOI in order to regularize its financial situation. I believe it has continued to do so since, as detailed below.
35. Since the filing of the NOI, OrbCare has continued to actively work with the Trustee and Vizhenbooks in order to redress its financial reporting, and put forward a viable proposal to creditors. This has included the retainer of the forensic accounting services of MNP to assist in the review of OrbCare's financial data and available records in order to attempt to properly state the financial records and position of the company, among other things. That work has been mostly completed to for the months of September 2018 to April 2019, and the review for the months of January to August 2018 is ongoing.
36. This task is relatively complex and time consuming and, despite said good faith and due diligence, could not be completed within 30 days following the filing of the NOI. Based on my discussions with Vizhenbooks and MNP, it is my belief that it will take at least until the middle of July to complete the review of OrbCare's financial data and available records. Continuous discussions with the management personnel in place at those times

[9]

are ongoing and necessary to attempt to arrive at proper conclusions about how OrbCare's financial records should be presented.

37. In the days following the filing of the NOI, OrbCare provided all the information required by the Trustee for the Trustee to prepare a prospective 13-week cash flow statement (the "**Cash Flow Statement**") of OrbCare from June 1, 2019. A copy of the Cash Flow Statement is attached hereto as **Exhibit E**.

38. The following material steps, among others, are to begin shortly or are ongoing:
 - a. repairing the deficient bookkeeping and preparing accurate financial records of Orbcare for the fiscal year ending December 31, 2018;
 - b. preparing and filing the Harmonized Sales Tax report of OrbCare for the period ending December 31, 2018;
 - c. preparing and filing all income tax return documentation for the fiscal year ending December 31, 2018;
 - d. engaging MNP to review OrbCare's procedures and history for the release of company funds;
 - e. responding to a CRA informal audit regarding mandatory payroll remittances for the years 2018 and 2019, as defined in conversations between the Trustee, Orbcare's controller, myself and CRA representatives;
 - f. resolving differences with the CRA regarding the 2017 income tax return;
 - g. resolving differences with the CRA regarding the amount of entitlement to the 2016 Scientific Research and Experimental Development ("**SR&ED**") tax incentive program, so as to qualify for SR&ED credits and unlock net operating losses for 2016 which can offset future amounts payable to the CRA; and

[10]

- h. resolving differences with the CRA regarding the amount of entitlement to the 2015 SR&ED, so as to qualify for SR&ED credits.
39. Notwithstanding the gaps in information about OrbCare's position prior to the filing of the NOI, I believe that OrbCare will likely be able to make a viable proposal to its creditors for the following reasons:
- a. OrbCare operates in a business (software and health-related IT services) with, typically, healthy profit margins;
 - b. OrbCare, Pariscribe and OrbUS have paying and satisfied customers. I am confident about the quality of OrbCare's solutions and OrbCare's potential to maintain actual clients and attract new business; and
 - c. as more fully recounted below, OrbCare's preferred shareholder, iGan, has expressed confidence in OrbCare's value and has accordingly offered to advance loans to OrbCare during its restructuring process in order to provide working capital to keep OrbCare as a going concern and to pay restructuring costs; and
 - d. iGan has similarly expressed an interest in acting as a plan sponsor for any proposal that OrbCare makes.
40. I believe that with appropriate focus on streamlining of expenses, including a reduction in employee headcount that has already taken place, OrbCare's revenues are likely, over time, to exceed its going concern expenses such that, but for its accumulated debts that are principally to the CRA, OrbCare would be solvent in the normal course of business. I accordingly believe that, following the one time event of restructuring expenses, the NOI process and a proposal to creditors will allow OrbCare to remain a going concern, to the benefit of all its stakeholders including its employees, shareholders and creditors, and that its prospects through continued operation will likely afford greater recovery to creditors than in a liquidation scenario.

III. APPROVAL OF CREDIT FACILITY AND DIP LENDER'S CHARGE

41. As more fully appears from the Cash Flow Statement, OrbCare will lack liquidity to fund its essential business activities within 13 weeks from June 1, 2019.
42. The deficiency in the cash flow is expected even after the following cost-cutting and regularizing measures were implemented:
 - a. 4 unessential employees were terminated on or around the NOI filing date;
 - b. OrbCare and the Trustee are working together and diligently to invoice clients and collect accounts receivable;
 - c. OrbCare's sales team is hard at work trying to detect potential business openings; and
 - d. generally, myself and the majority of OrbCare's management are refocussing efforts to improve OrbCare's operations, sales and delivery in order to demonstrate to clients that OrbCare remains a viable and worthwhile provider of services.
43. In light of the anticipated cash flow deficiency, OrbCare, iGan, Pariscribe and OrbUS have initiated negotiations towards the DIP Term Sheet, in which iGan will loan money to OrbCare in a nonrevolving credit facility. The DIP Term Sheet is conditional on OrbCare obtaining from this Court an order approving such a loan and granting a first-ranking charge in favour of the DIP Lender securing the performance of OrbCare's obligations towards the DIP Lender under the DIP Term Sheet. A copy of the DIP Term Sheet is attached hereto for convenience as **Exhibit F**.
44. Prior to signing the DIP Term sheet, OrbCare entertained brief discussions with a possible alternative lender (who is an affiliate of the DIP Lender) regarding a financing opportunity. Given the emergency and the lack of available information, the discussions

with the alternative lender were not fruitful and no alternative financing proposal was received.

45. The DIP Term Sheet was reviewed by the Trustee, legal counsel to OrbCare and independent legal counsel to OrbCare's common shareholders. OrbCare's board of directors considered whether to authorize OrbCare to enter into the Credit Facility, including the lack of any known viable alternate lenders, particularly because OrbCare does not presently have any lenders for either operating expenses or long-term debt. The DIP Term Sheet was the product of negotiation with iGan and its counsel, and OrbCare's board of directors concluded that signing it and seeking the Court's approval for that loan and charge was in the best interests of the company and all of its stakeholders.
46. Following this:
 - a. subject to this Court's approval, OrbCare was authorized to enter into and perform its obligations under the Credit Facility; and
 - b. OrbCare was authorized to apply to this Court for an order declaring that OrbCare's property is subject to the DIP Lender's Charge.
47. Based on my experience and the advice I received from the Trustee and OrbCare's legal counsel, in relation to the DIP Term Sheet and the Credit Facility:
 - a. the \$1,200,000 maximum available loan amount is intended to (i) allow the company to fund its essential business activities through the NOI process and (ii) possibly sponsor a viable proposal, i.e. offer creditors satisfactory recovery and provide for payment of priority Crown debits;
 - b. the \$25,000 fees are moderate and in proportion with the maximum available loan amount;
 - c. the 10% interest rate is not out of the ordinary for a financing facility of this nature; and

[13]

d. the other terms in general, including the lack of equity incentives or prepayment premiums in favour of the DIP Lender, make the facility attractive in the circumstances.

48. In discussions with the Trustee about the proposed DIP Term Sheet and DIP Lender's Charge, I understand that it has expressed the view that, while a \$1.2 million facility may be useful for OrbCare's cash flow needs while it proceeds through the NOI process, this amount is larger than the current projected cash flow deficiency.

49. It has always been OrbCare's intention to only borrow the amounts necessary in order to maintain its going concern business. As a result, counsel for OrbCare has discussed with the Trustee that borrowings under the DIP Term Sheet (which are to be done in \$100,000 increments) should be done only with the consent of the Trustee in order to ensure that the interests of all stakeholders are being considered, which OrbCare supports I am advised by iGan that it also supports that approach.

IV. SECURED CREDITORS

50. OrbCare currently has no operating lender or bank as creditor.

51. The total amounts that OrbCare owes to CRA in unpaid source deductions, HST remittances and corporate income tax may be estimated between \$500,000 and \$850,000.

52. According to *Personal Property and Security Act* ("PPSA") searches:

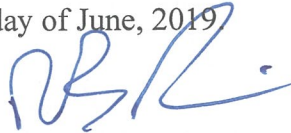
- a. there is no PPSA search result returnable for VConsult Services Inc.;
- b. OrbCare has no registered secured creditor; and

- c. Pariscribe has only two registered secured creditors, being Mr. Emmanuel Abraham, who is a former director of Pariscribe and a current director of OrbCare, and Mr. Dejan Dimitrijevic, who is a director of Pariscribe, a former shareholder of Pariscribe and a current shareholder of OrbCare;

the whole are more fully appears from a copy of the PPSA searches attached hereto collectively as **Exhibit G**.

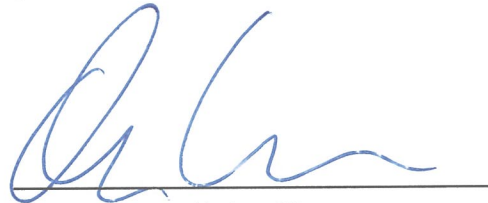
- 53. Therefore, I believe that no secured creditor would be materially prejudiced by the DIP Lender's Charge and that any prejudice possibly created thereby is lesser than the prejudice that would result from OrbCare's inability to finance its essential business activities and an eventual resulting bankruptcy.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 23rd day of June, 2019



Commissioner for taking affidavits

R. B. Bissell



Olivier Giner

This is **Exhibit "A"** to the
Affidavit of Olivier Giner,
sworn before me this 23 day
of June, 2019

A handwritten signature in blue ink, consisting of stylized initials and a surname, positioned above a horizontal line.

A Commissioner, etc.



Government
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Federal Corporation Information - 865763-7

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i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

865763-7

Business Number (BN)

844367177RC0001

Corporate Name

OrbCare Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2013-10-08

Registered Office Address

25 Saywell Ave
Toronto ON M3J 0G2
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this

5/30/2019

Federal Corporation Information - 865763-7 - Online Filing Centre - Corporations Canada - Corporations - Innovation, Science and Econ...

Motion Record Page No. 23

information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

Wei (Frank) Lin	Emmanuel Abraham
500 King Street West, Suite 300	500 King Street West, Suite 300
Toronto ON M5V 1L9	Toronto ON M5V 1L9
Canada	Canada

Olivier Giner
500 King Street West, Suite 300
Toronto ON M5V 1L9
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

10-08

Date of Last Annual Meeting

2017-10-26

Annual Filing Period (MM-DD)

10-08 to 12-07

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2019 - Not due

5/30/2019

Federal Corporation Information - 865763-7 - Online Filing Centre - Corporations Canada - Corporations - Innovation, Science and Econ...

Motion Record Page No. 24

2018 - Filed

2017 - Filed

Corporate History

Corporate Name History

2013-10-08 to 2015-09-19

VCONSULT Services INC.

2015-09-19 to Present

OrbCare Inc.

Certificates and Filings

Certificate of Incorporation

2013-10-08

Certificate of Amendment *

2014-05-15

Amendment details: Other

Certificate of Amendment *

2015-09-19

Amendment details: Corporate name

Certificate of Amendment *

2018-11-21

Amendment details: Other

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

Buy copies of corporate documents

5/30/2019

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Date Modified:

2019-04-01

This is **Exhibit "B"** to the
Affidavit of Olivier Giner,
sworn before me this 23 day
of June, 2019

A handwritten signature in blue ink, consisting of stylized initials and a surname, positioned above a horizontal line.

A Commissioner, etc.

6/7/2019

Federal Corporation Information - 708185-5 - Online Filing Centre - Corporations Canada - Corporations - Innovation, Science and Economic Development Canada
Motion Record Page No. 27**Government
of Canada****Gouvernement
du Canada**[Home](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)→ [Search for a Federal Corporation](#)**Federal Corporation Information - 708185-5**[Buy copies of corporate documents](#)**i Note**

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

708185-5

Business Number (BN)

830920294RC0001

Corporate Name

Pariscribe Inc.

Status

Active

Governing Legislation*Canada Business Corporations Act - 2008-11-24***Registered Office Address**

500 King St Suite 300
Suite 300
Toronto ON M5V 1L9
Canada

i Note

6/7/2019

Federal Corporation Information - 708185-5 - Online Filing Centre - Corporations Canada - Corporations - Innovation, Science and Econo...
Motion Record Page No. 28

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 5

EMMANUEL ABRAHAM
2010 EGLINTON AVENUE WEST
SUITE 300
TORONTO ON M6E 2K3
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

11-24

Date of Last Annual Meeting

2016-10-11

Annual Filing Period (MM-DD)

11-24 to 01-23

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2019 - Not due

2018 - Overdue

2017 - Filed

6/7/2019

Corporate History

Corporate Name History

2008-11-24 to Present

Pariscribe Inc.

Certificates and Filings

Certificate of Incorporation

2008-11-24

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Date Modified:

2019-05-22

This is **Exhibit "C"** to the
Affidavit of Olivier Giner,
sworn before me this 23 day
of June, 2019

A handwritten signature in blue ink, appearing to be 'O. Giner', written above a horizontal line.

A Commissioner, etc.

State of Delaware

Motion Record Page No. 31

Annual Franchise Tax Report

CORPORATION NAME ORBCARE US, INC.			TAX VR. 2017
FILE NUMBER 5991628	INCORPORATION DATE 2016/03/17	RENEWAL/REUOCATION DATE	
PRINCIPAL PLACE OF BUSINESS 1755 TELSTAR DRIVE, SUITE 300 COLORADO SPRINGS, CO 80920			PHONE NUMBER (719) 445-6490
REGISTERED AGENT UNITED STATES CORPORATION AGENTS, INC. 300 DELAWARE AVE STE 210-A WILMINGTON DE 19801			AGENT NUMBER 9525256
AUTHORIZED STOCK BEGIN DATE 2016/03/17	END DATE	DESIGNATION/ STOCK CLASS COMMON PREFERRED	NO. OF SHARES 1,000 100
			PAR VALUE/ SHARE .0010000000 .0010000000
OFFICER DEAN WHITT	NAME	STREET/CITY/STATE/ZIP 1755 TELSTAR DRIVE, SUITE 300 COLORADO SPRINGS, CO 80920	TITLE PRESIDENT
DIRECTORS MANNY ABRAHAM	NAME	STREET/CITY/STATE/ZIP 500 KING STREET WEST, SUITE 300 TORONTO, ON M5V 1L9 CA	
DEAN WHITT		1755 TELSTAR DRIVE, SUITE 300 COLORADO SPRINGS, CO 80920	
<p>NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.</p>			
AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR) DEAN WHITT		DATE 2018/02/28	TITLE PRESIDENT
1755 TELSTAR DRIVE, SUITE 300 COLORADO SPRINGS, CO 80920 US			

This is **Exhibit "D"** to the
Affidavit of Olivier Giner,
sworn before me this 23 day
of June, 2019

A handwritten signature in blue ink, consisting of stylized initials and a flourish, positioned above a horizontal line.

A Commissioner, etc.



Industry Canada
**Office of the Superintendent
of Bankruptcy Canada**

Industrie Canada
**Bureau du surintendant
des faillites Canada**

District of Ontario
Division No. 09 - Toronto
Court No. 31-2516167
Estate No. 31-2516167

In the Matter of the Notice of Intention to make a
proposal of:

Orbcare Inc.
Insolvent Person

MNP LTD / MNP LTÉE
Licensed Insolvency Trustee

Date of the Notice of Intention: May 28, 2019

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: May 29, 2019, 10:58

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

This is **Exhibit "E"** to the
Affidavit of Olivier Giner,
sworn before me this 23 day
of June, 2019

A handwritten signature in blue ink, consisting of stylized initials and a surname, positioned above a horizontal line.

A Commissioner, etc.

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2516167
 Estate No. 31-2516167

Motion Record Page No. 35

-- FORM 29 --
 Trustee's Report on Cash-Flow Statement
 (Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the matter of the proposal of
 Orbcare Inc.
 of the City of Toronto
 in the Province of Ontario

The attached statement of projected cash flow of Orbcare Inc., as of the 7th day of June 2019, consisting of Statement of Weekly Projected Cash-flow dated June 7, 2019 for the period from June 3, 2019 to September 1, 2019., has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- (a) the hypothetical assumptions are not consistent with the purpose of the projection;
- (b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- (c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Toronto in the Province of Ontario, this 7th day of June 2019.

MNP LTD. - Licensed Insolvency Trustee
 Per:



Sheldon Title - Licensed Insolvency Trustee
 300 - 111 Richmond Street West
 Toronto ON M5H 2G4
 Phone: (416) 596-1711 Fax: (416) 323-5242

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2516167
Estate No. 31-2516167

Motion Record Page No. 36

**_FORM 29_ - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)**

In the matter of the proposal of
Orbcare Inc.
of the City of Toronto
in the Province of Ontario

Purpose:

The Statement of Weekly Projected Cash-flow dated June 7, 2019 has been prepared solely for the purpose of complying with S. 50.4(2)(a) of the Bankruptcy and Insolvency Act.

Projection Notes:

The projections are based on hypothetical and/or probable assumptions.

Hypothetical Assumptions

Hypothetical assumptions as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals are assumptions that assume a set of economic conditions or courses of action that are not necessarily the most important in the insolvent person's judgment, but are consistent with the purpose of the Statement of Amended Updated Weekly Projected Cash-flow.

Probable Assumptions

Probable assumptions as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals are assumptions that the Insolvent Person believes reflects the most probable set of economic conditions and planned courses of action, are suitably supported, consistent with the plans of the Insolvent Person and provide a reasonable basis for the Statement of Amended Updated Weekly Projected Cash-flow.

Assumptions:

Orbicare Inc. ("Orbicare" or the "Company") recently had a change of management. The new management determined that Orbicare's financial records were not current, complete, reliable or accurate. Orbicare is endeavouring to bring these financial records current. The Company and the Proposal Trustee were, in certain instances, unable to verify the accuracy and completeness of the financial records, including the existence and value of the Company's accounts receivable. Accordingly, in developing the Statement of Projected Weekly Cash Flow, the Company has, in certain cases, resorted to using hypothetical assumptions where probable assumptions would typically have been appropriate. The Company and Proposal Trustee caution that Orbicare may need to amend the Statement of Projected Weekly Cash Flow to reflect the results of its investigations into Orbicare's financial records. Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The Statement of Projected Weekly Cash Flow includes the following Hypothetical Assumptions:

- The average forecasted collection time on post-NOI sales is approximately 45 days from completion of the sale. Sales are based on Management's best estimate and include sales generated by Pariscribe Inc., a 100% owned subsidiary incorporated under the laws of Canada.
- Existing accounts receivable will be collected in approximately 60 days.
- Operating expenses are assumed to be paid on a current basis.
- The projections exclude any activity in Orbicare US Inc., a 100% owned subsidiary incorporated under the laws of Delaware.
- Pursuant to Section 69(1) of the Bankruptcy and Insolvency Act, all creditors' claims are subject to a stay of proceedings.
- No provision has been made for payment of obligations incurred prior to May 28, 2019, the filing date of the Notice of Intention to Make a Proposal.
- Other disbursements are based on management's best estimates.
- No provision for income taxes has been made.

The Statement of Projected Weekly Cash Flow includes the following Probable Assumptions:

- Projected rent excludes payment of rent on 500 King Street West, Toronto, as this commercial lease was disclaimed on June 4, 2019. The Company assumes that the disclaimer will become final and conclusive.
- The number of employees and associated payroll costs (i.e. wages, benefits, government remittances, etc.) are based on the 'actual' payroll costs prior to NOI, adjusted to reflect the reduction of payroll arising from the recent termination of four employees.
- HST Refunds will not be received during the period of the projection due to a hold until the Company files outstanding corporate tax returns.

Dated at the City of Toronto in the Province of Ontario, this 7th day of June 2019.

MNP LTD. - Licensed Insolvency Trustee

Per:



Sheldon Title - Licensed Insolvency Trustee
 300 - 111 Richmond Street West
 Toronto ON M5H 2G4
 Phone: (416) 596-1711 Fax: (416) 323-5242

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2516167
 Estate No. 31-2516167

Motion Record Page No. 38

- FORM 30 -

Report on Cash-Flow Statement by the Person Making the Proposal
 (Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the matter of the proposal of
 Orbcare Inc.
 of the City of Toronto
 in the Province of Ontario

The Management of Orbcare Inc., has/have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 7th day of June 2019, consisting of Statement of Weekly Projected Cash-flow dated June 7, 2019 for the period from June 3, 2019 to September 1, 2019..

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Toronto in the Province of Ontario, this 7th day of June 2019.



Orbcare Inc.
 Debtor

Olivier Giner, Chief Operating Officer

Name and title of signing officer

Name and title of signing officer

District of: Ontario
Division No. 09 - Toronto
Court No. 31-2516167
Estate No. 31-2516167

Motion Record Page No. 39

FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the matter of the proposal of
Orbicare Inc.
of the City of Toronto
in the Province of Ontario

Purpose:

The Statement of Weekly Projected Cash-flow dated June 7, 2019 has been prepared solely for the purpose of complying with S. 50.4(2)(a) of the Bankruptcy and Insolvency Act.

Projection Notes:

The projections are based on hypothetical and/or probable assumptions.

Hypothetical Assumptions

Hypothetical assumptions as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals are assumptions that assume a set of economic conditions or courses of action that are not necessarily the most important in the insolvent person's judgment, but are consistent with the purpose of the Statement of Amended Updated Weekly Projected Cash-flow.

Probable Assumptions

Probable assumptions as defined in the Standards of Professional Practice of the Canadian Association of Insolvency and Restructuring Professionals are assumptions that the Insolvent Person believes reflects the most probable set of economic conditions and planned courses of action, are suitably supported, consistent with the plans of the Insolvent Person and provide a reasonable basis for the Statement of Amended Updated Weekly Projected Cash-flow.

Assumptions:

Orbicare Inc. ("Orbicare" or the "Company") recently had a change of management. The new management determined that Orbicare's financial records were not current, complete, reliable or accurate. Orbicare is endeavouring to bring these financial records current. The Company and the Proposal Trustee were, in certain instances, unable to verify the accuracy and completeness of the financial records, including the existence and value of the Company's accounts receivable. Accordingly, in developing the Statement of Projected Weekly Cash Flow, the Company has, in certain cases, resorted to using hypothetical assumptions where probable assumptions would typically have been appropriate. The Company and Proposal Trustee caution that Orbicare may need to amend the Statement of Projected Weekly Cash Flow to reflect the results of its investigations into Orbicare's financial records. Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The Statement of Projected Weekly Cash Flow includes the following Hypothetical Assumptions:

- The average forecasted collection time on post-NOI sales is approximately 45 days from completion of the sale. Sales are based on Management's best estimate and include sales generated by Pariscribe Inc., a 100% owned subsidiary incorporated under the laws of Canada.
- Existing accounts receivable will be collected in approximately 60 days.
- Operating expenses are assumed to be paid on a current basis.
- The projections exclude any activity in Orbicare US Inc., a 100% owned subsidiary incorporated under the laws of Delaware.
- Pursuant to Section 69(1) of the Bankruptcy and Insolvency Act, all creditors' claims are subject to a stay of proceedings.
- No provision has been made for payment of obligations incurred prior to May 28, 2019, the filing date of the Notice of Intention to Make a Proposal.
- Other disbursements are based on management's best estimates.
- No provision for income taxes has been made.

The Statement of Projected Weekly Cash Flow includes the following Probable Assumptions:

- Projected rent excludes payment of rent on 500 King Street West, Toronto, as this commercial lease was disclaimed on June 4, 2019. The Company assumes that the disclaimer will become final and conclusive.
- The number of employees and associated payroll costs (i.e. wages, benefits, government remittances, etc.) are based on the 'actual' payroll costs prior to NOI, adjusted to reflect the reduction of payroll arising from the recent termination of four employees.
- HST Refunds will not be received during the period of the projection due to a hold until the Company files outstanding corporate tax returns.

Dated at the City of Toronto in the Province of Ontario, this 7th day of June 2019.





Orbicare Inc.

Orbcare Inc
Statement of Projected Weekly Cash Flow
For the Period ending September 1, 2019

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Total
	June 3-June 9	June 10-June 16	June 17-June 23	June 24-June 30	July 1-July 7	July 8-July 14	July 15-July 21	July 22-July 28	July 29-Aug 4th	Aug 5th-Aug 11th	Aug 12-Aug 18	Aug 19-Aug 25	Aug 26-Sept 1	
Revenue (not including HST or GST)														
<u>Orbcare Canada</u>														
Amount billed about June 1														
Total Orbcare	51,974	-	-	-	75,124	-	-	-	73,837	-	-	-	-	200,935
<u>Pariscaribe [100% Subsidiary -> license revenue for Orbcare Inc.]</u>														
Total Pariscaribe	32,726	-	-	-	28,426	-	-	-	31,426	-	-	-	-	92,578
Total Revenue	84,700	-	-	-	103,550	-	-	-	105,263	-	-	-	-	293,513
Expenses														
Payroll	84,177	84,177	84,177	84,177	84,177	84,177	84,177	84,177	84,177	84,177	84,177	84,177	84,177	505,065
Rent	3,955	3,955	3,955	3,955	3,955	3,955	3,955	3,955	3,955	3,955	3,955	3,955	3,955	11,865
SG&A	12,374	12,374	12,374	12,374	12,374	12,374	12,374	12,374	12,374	12,374	12,374	12,374	12,374	32,523
Technology	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900	23,700
Advisors	76,000	76,000	76,000	76,000	76,000	76,000	76,000	76,000	76,000	76,000	76,000	76,000	76,000	132,000
Total	84,177	84,177	84,177	84,407	184,407	184,407	184,407	184,407	134,107	134,107	84,177	84,177	134,107	705,153
EBITDA	84,700	84,177	84,177	184,407	103,550	184,407	84,177	84,177	28,844	84,177	84,177	84,177	134,107	411,641
Cash Flows														
Opening Cash	288,220	288,220	204,043	204,043	26,276	26,276	110,976	26,799	26,799	86,514	86,514	105,886	120,108	288,220
Net Income	84,700	84,177	-	184,407	103,550	-	84,177	-	28,844	-	84,177	-	134,107	(411,641)
Change in Accounts Receivable	(84,700)	-	-	6,641	(103,550)	84,700	-	-	88,558	-	103,550	-	3,480	98,679
Financing														
Ending Cash	288,220	204,043	204,043	26,276	26,276	110,976	26,799	26,799	86,514	86,514	105,886	105,886	24,741	24,741
Accounts Receivable Continuity														
Opening A/R	215,308	300,008	300,008	300,008	293,367	396,916	312,217	312,217	312,217	223,658	223,658	120,108	120,108	215,308
Revenue	84,700	-	-	6,641	103,550	84,700	-	-	105,263	-	103,550	-	3,480	293,513
Receivable Collection	300,008	300,008	300,008	293,367	396,916	312,217	312,217	312,217	193,822	223,658	120,108	120,108	392,192	392,192
Closing A/R	300,008	300,008	300,008	293,367	396,916	312,217	312,217	312,217	223,658	223,658	120,108	120,108	116,628	116,628

The Statement of Weekly Projected Cash-flow for the period from June 3, 2019 to September 1, 2019 has been prepared solely for the purpose of complying with S. 50.4(2)(a) of the Bankruptcy and Insolvency Act and must be read in conjunction with the attached assumptions (hypothetical and/or probable) to these projections and the Trustee's Report on Cash-flow Statement by the Person Making the Proposal (Form 30).

Dated at Toronto, Ontario this 7th day of June, 2019
 MNP LTD.,
 Trustee acting in re the Proposal of Orbcare Inc.
 Per:  Olivier Giner

Orbcare Inc.
 Per:  Olivier Giner

This is **Exhibit "F"** to the
Affidavit of Olivier Giner,
sworn before me this 23 day
of June, 2019

A handwritten signature in blue ink, consisting of stylized, cursive letters, positioned above a horizontal line.

A Commissioner, etc.

DIP TERM SHEET ("**Term Sheet**")

- Borrower:** Orbcare Inc. ("**Borrower**")
- Guarantors:** Pariscribe Inc.
Orbcare US, Inc.
(collectively, "**Guarantors**")
- Lender:** iGan Partners Inc. ("**Lender**")
- Amount:** Up to \$1.2 million
- Nature of Facility:** Non-revolving credit facility ("**Credit Facility**")
- Interest Rate:** 10% per annum - Interest is calculated daily, and payable quarterly in arrears on the first Business Day of each quarter.
- Security:** (a) Court order approving this Term Sheet and granting the Lender a first ranking security charge on all the assets, property, and undertaking of the Borrower ("**DIP Approval Order**");

(b) General security agreement on the assets, property and undertaking of the Guarantors.
- Use of Funds:** (a) General working capital needs of the Borrower and the Guarantors as set out in the cash flow statements provided to the Lender as the same will be updated no less than the last Thursday of the month for the 13 week period starting on the first Business Day of the next month;

(b) Professional fees that the Borrower is responsible for as part of the BIA Proceeding; or

(c) Such other amounts that the Lender consents to in writing.
- Conditions Precedent:** The following conditions precedent ("**Conditions Precedent**") shall be satisfied before the Lender shall be obliged to make any advances hereunder. The Lender may in its sole and absolute discretion choose to waive, either in whole or in part, compliance with any of the Conditions Precedent:

(a) The DIP Approval Order is issued in form and substance satisfactory to the Lender;

(b) The DIP Approval Order is in full force and effect unamended, not stayed or subject to any motion for a stay, and the appeal period provided for in the BIA shall have passed with no appeal or motion for leave to appeal having been commenced;

(c) No appeals, injunctions, or other legal impediments related to completion of the Term Sheet or litigation having been initiated seeking to restrain this Term Sheet shall be outstanding; and

(d) Lender shall have been provided with an acceptable initial 13-week cash flow for the Borrower and the Guarantors.

- Covenant:**
- (a) Lender shall receive copy of the forensic report that the Borrower has requested from MNP within 3 days of its receipt by the Borrower; and
- (b) Lender shall be entitled to reasonable access to further its due diligence as to whether it will be a Plan Sponsor.
- Availability:** Starting from the first Business Day after the Conditions Precedent have been satisfied, or waived, the Borrower may request advances from the Lender on not less than five Business Days' notice.
- Drawdowns:** Shall be in minimum increments of \$100,000, with a maximum of one drawdown per month. Fees payable to the Lender shall be in addition to such drawdown amounts.
- Maturity Date:** The maturity date ("**Maturity Date**") shall be the earliest of:
- (a) 12 months from the date of the DIP Approval Order;
- (b) The date the Borrower is deemed to have become a bankrupt in the BIA Proceeding; or
- (c) 5 Business Days following written notice to the Borrower that an Event of Default has occurred.

Material Adverse Effect: A material adverse effect ("**Material Adverse Effect**") means:

- (a) Any effect, other than the BIA Proceeding, which is, or could reasonably be expected to be adverse on the (i) status or condition (financial or otherwise), properties, assets, ownership, capital, liabilities, obligations (whether absolute, accrued, conditional, or otherwise), business, operations or results of operations of the Borrower or the Guarantors that, in the Lender's opinion, is material, or (ii) ability of the Borrower or the Guarantors to discharge their obligations which, in the Lender's opinion, is material;
- (b) A deviation from the cash flow statements that the Lender considers material;
- (c) Any other event that would constitute an Event of Default or any event which, with the giving of notice or lapse of time or otherwise, would constitute an Event of Default.

Material: "material" refers to a level of significance that would have affected any decision of a reasonable person in the Lender's position regarding whether to enter into the Credit Facility or would affect any decision of a reasonable person in the

Lender's position regarding whether to consummate the transaction contemplated by the Credit Facility. For the avoidance of doubt and without limiting the generality of the foregoing, any effect or series of effects, having or purporting to have, in aggregate, a negative financial impact on the Borrower or the Guarantors in excess of \$100,000 shall be considered material.

- Fees:** \$25,000 to be taken out of the first advance hereunder.
- Plan Sponsor:** Lender shall have a right of first refusal to provide funding necessary to complete the proposal that the Borrower must put forward in the BIA Proceeding. Lender shall have right to convert the amounts advanced hereunder, including any accrued interest, into new capital of the Borrower on such terms as may be acceptable to the Lender and the Borrower, and subject to any approvals that may be required. Lender further commits to making sufficient funds as are necessary to allow the Borrower's proposal to pay within 6 months of court approval any such amounts that the BIA requires to be paid during such period for approval of a proposal.
- Legal Costs:** Borrower shall be responsible to pay all legal fees and disbursements that the Lender has incurred in relation to the granting or enforcement of this loan to the Borrower. If unpaid, the Lender may pay such fees from the proceeds of the initial advance hereunder.
- Events of Default:** Any one or more of the following shall constitute an event of default ("**Event of Default**"):
- (a) Borrower shall fail to make any payment hereunder when such amount is due;
 - (b) There is a change in the person selected as proposal trustee from MNP Limited that occurs without the Lender's consent;
 - (c) Any order is made, or other act occurs, which results in the bankruptcy of the Borrower or a Guarantor, or there is granted any order which purports to rank in priority to the security granted to the Lender under the DIP Approval Order;
 - (d) The Borrower or either Guarantor engages or permits any of its assets subject to the Lender's security to be used for any improper purpose;
 - (e) Borrower, or either Guarantor, makes any payments each in excess of \$1,000 or in an aggregate amount in excess of \$5,000 per month not contemplated in the cash flow budget without the Lender's prior written consent; or
 - (f) A Material Adverse Effect has occurred.
- Governing Law:** This Term Sheet is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- Currency:** All sums referred to in this Term Sheet mean lawful money of Canada.

Additional Definitions: (a) "**BIA**" means the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3, as amended;

(b) "**BIA Proceeding**" means the proceeding that the Borrower commenced by a filing a notice of intention to make a proposal pursuant to the BIA on May 28, 2019 with File Number 31-2516167.

(c) "**Business Day**" means any day, other than Saturday or Sunday, when banks are normally open for the transaction of business in Toronto, Ontario.

Counterparts: This Term Sheet may be executed in any number of counterparts, including in electronic portable document format ("**PDF**"), and each of such counterparts, including PDF, when so executed shall be deemed to be an original and all of which when taken together will constitute one and the same instrument.

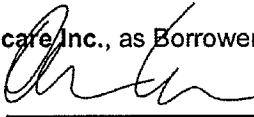
Notice: Notice shall be given by e-mail as set out in the address provided for under each party's signature with a copy to with a copy to Brendan Bissell (bissell@gsh.com) in the case of a Notice to the Borrower or any of the Guarantors and with a copy to Kenneth Kraft (kenneth.kraft@dentons.com) in the case of a Notice to the Lender. Notice sent before 5pm local Toronto time on any Business Day shall be deemed to have been received on such day. Any notice sent after 5pm local Toronto time or on a day that is not a Business Day shall be deemed received on the next succeeding Business Day after the day of sending. Parties may change sending of notice using the same provision.

This Term Sheet shall remain open for acceptance until 6:00 pm EDST on June 11th, 2019, after which time this offer shall be automatically withdrawn.

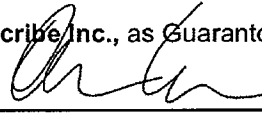
IGan Partners Inc.

By: 
 Name: Sam Ifergan
 Title: CEO
 Email: sami@iganpartners.com

Orbcare Inc., as Borrower


By: 
 Name: Olivier Giner
 Title: Director
 Email: olivier.giner@orbcare.com

Parascribe Inc., as Guarantor

By: 
 Name: Olivier Giner
 Title: Director
 Email: olivier.giner@orbcare.com

Orbicare US, Inc, as Guarantor

By:



Name: Olivier Giner
Title: Director
Email: olivier.giner@orbicare.com

This is **Exhibit "G"** to the
Affidavit of Olivier Giner,
sworn before me this 23 day
of June, 2019

A handwritten signature in blue ink, appearing to be 'O. Giner', written above a horizontal line.

A Commissioner, etc.

Business Debtor Enquiry

File Currency: 06JUN 2019

Search Criteria: VCONSULT SERVICES INC.
No Match.

No registered financing statement or registered claim for lien was found for this enquiry.

[New Enquiry](#)

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Web Page ID: WNoMatch001

System Date: 07JUN2019

Last Modified: May 26, 2019

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RUN NUMBER : 157
RUN DATE : 2019/06/06
ID : 20190606143434.42

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : Motion Record Page No. 50
PAGE : 1
(4213)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : ORBCARE INC.

FILE CURRENCY : 05JUN 2019

ENQUIRY NUMBER 20190606143434.42 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

GOLDMAN SLOAN NASH & HABER LLP - ANNE PALAABASAN
480 UNIVERSITY AVE, SUITE 1600
TORONTO ON M5G 1V2

CERTIFIED BY/CERTIFIÉS PAR
Barbara Powell
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIERES
(cert# 112017)



Enquiry Result

File Currency: 06JUN 2019

All Pages



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Type of Search	Business Debtor								
Search Conducted On	PARISCRIBE INC.								
File Currency	06JUN 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	654197112	1	1	1	2	PERPETUAL			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
654197112		001	002		20090615 1154 1862 9090	P PPSA	99		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	PARISCRIBE INC.								
	Address				City	Province	Postal Code		
	2010 EGLINGTON AVE WEST, SUITE 300				TORONTO	ON	M6E2K3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	EMMANUEL ABRAHAM								
	Address				City	Province	Postal Code		
	2010 EGLINGTON AVE WEST, SUITE 300				TORONTO	ON	M6E 2K3		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	JOHN LEE								
	Address				City	Province	Postal Code		
	439 UNIVERSITY AVE., SUITE 1200				TORONTO	ON	M5G1Y8		

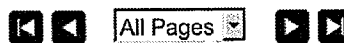
CONTINUED

Type of Search	Business Debtor								
Search Conducted On	PARISCRIBE INC.						Motion Record Page No. 52		
File Currency	06JUN 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	654197112	1	1	2	2	PERPETUAL			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
654197112		002	002		20090615 1154 1862 9090				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	DEJAN DIMITRIJEVIC								
	Address				City	Province	Postal Code		
	2010 EGLINGTON AVE WEST, SUITE 300				TORONTO	ON	M6E 2K3		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

LAST PAGE

Note: All pages have been returned.

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Estate No. 31-2516167

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE JUSTICE _____)))	TUESDAY, THE 25 th DAY OF JUNE, 2019
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**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF ORBCARE INC., A
CORPORATION INCORPORATED UNDER THE
CANADA BUSINESS CORPORATIONS ACT**

ORDER
**(Extension of Time to File a Proposal and Approval of
Debtor-in-Possession Financing)**

THIS MOTION made by OrbCare Inc. (“**OrbCare**”) for: **(i)** an order extending from June 27, 2019, to August 12, 2019, the time limit for MNP Ltd. in its capacity as proposal trustee (in such capacity, the “**Trustee**”) to file with the official receiver, on behalf of OrbCare, a proposal pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”); and **(ii)** an order authorizing OrbCare to obtain and borrow under a credit facility (the “**Credit Facility**”) from iGan Partners Inc. (the “**DIP Lender**”) on terms set out in the debtor-in-possession financing facility term sheet between OrbCare, the DIP Lender and certain guarantors dated June 11, 2019 (the “**DIP Term Sheet**”) and granting in favour of the DIP Lender a charge (the “**DIP Lender’s Charge**”) on OrbCare’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (“**Property**”); was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Olivier Giner sworn June ___, 2019 and the First Report dated June ___, 2019 (the “**First Report**”) of the Trustee and upon hearing

the submissions of counsel for OrbCare, the Trustee, the DIP Lender, and those other parties present, as indicated in the counsel slip, no other parties being present although duly served as appears from the affidavit of service of Joël Turgeon dated June 24, 2019.

NOTICE AND SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record in respect of this motion and the First Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

EXTENSION OF TIME TO FILE A PROPOSAL

2. **THIS COURT ORDERS** that, pursuant to Section 50.4(9) of the BIA, the period within which OrbCare may file a proposal be and is hereby extended to August 12, 2019.

DIP FINANCING

3. **THIS COURT ORDERS** that OrbCare is hereby authorized and empowered to obtain and borrow under the Credit Facility from the DIP Lender on the terms set out in the DIP Term Sheet, provided that borrowings under the Credit Facility shall not exceed the maximum principal amount of \$1,200,000 unless permitted by further Order of this Court.

4. **THIS COURT ORDERS** that OrbCare is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and OrbCare is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

- 3 -

5. **THIS COURT ORDERS** that notwithstanding any other provision of this Order, the DIP Term Sheet and the Definitive Documents, OrbCare shall not be authorized and empowered to operate any form of draw on the Credit Facility without the written approval of the Trustee, who, in deciding whether to issue its approval, shall have regard to OrbCare's cashflow statement referred to in paragraph 50.4(2)(a) of the BIA;

6. **THIS COURT ORDERS** that pursuant to Section 50.6 of the BIA, the DIP Lender shall be entitled to the benefit of and is hereby granted the DIP Lender's Charge on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made.

7. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order or the provisions of Section 69 of the BIA:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender will be entitled to exercise any and all of its rights and remedies against OrbCare or the Property under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to OrbCare and set off and/or consolidate any amounts owing by the DIP Lender to OrbCare against the obligations of OrbCare to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against OrbCare and for the appointment of a trustee in bankruptcy of OrbCare; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of OrbCare or the Property.

8. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any proposal filed by OrbCare under the BIA or any plan of arrangement or compromise filed by OrbCare under the *Companies' Creditors Arrangement Act* with respect to any advances made under the Definitive Documents or the Credit Facility.

9. **THIS COURT ORDERS** that the filing, registration or perfection of the DIP Lender's Charge shall not be required, and that the DIP Lender's Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the DIP Lender's Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

10. **THIS COURT ORDERS** that the DIP Lender's Charge shall constitute a charge on the Property and such DIP Lender's Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any individual, firm, corporation, governmental body or agency, or any other entities (each and any, a "**Person**").

11. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, OrbCare shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the DIP Lender's Charge, unless OrbCare also obtains the prior written consent of the Trustee and the DIP Lender, or further Order of this Court.

12. **THIS COURT ORDERS** that the DIP Term Sheet, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to

the BIA, or any bankruptcy order made pursuant to such applications; (iii) any deemed or voluntary assignment for the general benefit of creditors pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (each and any, an “**Agreement**”) which binds OrbCare, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the DIP Lender’s Charge nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by OrbCare of any Agreement to which it is a party;
- (b) the DIP Lender shall have no liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from OrbCare entering into the DIP Term Sheet, the creation of the DIP Lender’s Charge, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by OrbCare pursuant to the DIP Term Sheet or the Definitive Documents, and the granting of the DIP Lender’s Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

13. **THIS COURT ORDERS** that the DIP Lender’s Charge created by this Order over leases of real property in Canada shall only be a charge in OrbCare’s interest in such real property leases.

14. **THIS COURT ORDERS THAT** the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at [www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial]) shall be valid and effective service. Subject to

Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL:

[_____].

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States or elsewhere, to give effect to this Order and to assist OrbCare, the Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to OrbCare and to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Trustee in any foreign proceeding, or to assist OrbCare and the Trustee and their respective agents in carrying out the terms of this Order.

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF ORBCARE INC., A CORPORATION INCORPORATED
UNDER THE CANADA BUSINESS CORPORATIONS ACT**

Estate No. 31-2516167

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced in TORONTO**

**ORDER
(Extension of Time to File a Proposal and Approval of
DIP Financing)**

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto (ON) M5G 1V2

Brendan Bissell (LSUC# 40354v)
Tel: 416-597-6489
Email: bissell@gsnh.com

Lawyers for OrbCare Inc.

Tab 3

Estate No. 31-2516167

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF ORBCARE INC., A CORPORATION
INCORPORATED UNDER THE *CANADA BUSINESS ACT*

SERVICE LIST

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Fax: 416.597.3370

R. Brendan Bissell (LSO# 40354v)

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Lawyers for OrbCare Inc.

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Fax: 416.323.5240

Sheldon Title

Tel: 416.263.6945
Email: sheldon.title@mnp.ca

Trustee in bankruptcy

<p>CHAITONS LLP 5000 Yonge Street, 10TH Floor Toronto (ON) M2N 7E9 Fax: 416.222.8402</p> <p>George Benchetrit Tel: 416.218.1141 Email: george@chaitons.com</p> <p>Lawyers for the Trustee in bankruptcy</p>	<p>DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto (ON) M5K 0A1</p> <p>Kenneth Kraft Tel: 416.863.4374 Email: kenneth.kraft@dentons.com</p> <p>Mark Freake Tel: 416.863.4456 Email: mark.freake@dentons.com</p> <p>Lawyers for iGan Partners Inc.</p>
<p>GOODMANS LLP Bay Adelaide Centre – West Tower 333 Bay Street, Suite 3400 Toronto (ON) M5H 2S7</p> <p>Jamie Firsten Tel: 416.597.4103 Email: jfirsten@goodmans.ca</p> <p>Chris Payne Tel: 416.849.6918 Email: cpayne@goodmans.ca</p> <p>Independent counsel for the common shareholders</p>	<p>CANADA REVENUE AGENCY 1 Front Street West Toronto (ON) M5J 2X6 Fax: 416.952.8726</p> <p>Diane Winters Tel: 416.973.3172 Email: diane.winters@justice.gc.ca</p> <p>Rakhee Bhandari Tel: 416.952.8563 Email: rakhee.bhandari@justice.gc.ca</p>
<p>MINISTRY OF FINANCE (ONTARIO) Legal Services Branch 777 Bay Street, 11th Floor Toronto (ON) M5G 2C8</p> <p>Kevin O'Hara Tel: 416.327.8463 Email: kevin.ohara@ontario.ca</p>	

Tab 4

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF ORBCARE INC., A CORPORATION
INCORPORATED UNDER THE *CANADA BUSINESS
CORPORATIONS ACT***

Estate File No. **31-2516167**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced in TORONTO**

**MOTION RECORD
(Extension of Time Limit to File a Proposal and
Approval of DIP Financing)
(returnable June 25, 2019)**

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto (ON) M5G 1V2

R. Brendan Bissell (LSO# 40354V)
Tel: 416-597-6489
Email: bissell@gsnh.com

Lawyers for OrbCare Inc.