

**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, Approval of Amended and Restated DIP
Term Sheet and Procedural Consolidation returnable July 30, 2019)**

DATE: July 30, 2019

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TO: THE SERVICE LIST

**ONTARIO
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INDEX

Tab No.	Description	Motion Record Page No.
1.	Notice of Motion	1
2.	Affidavit of Olivier Giner, sworn July 29, 2019	7
A.	Exhibit "A" – Pariscribe <i>PPSA</i> Search	23
B.	Exhibit "B" – O. Giner's June 23, 2019 affidavit (without exhibits)	26
C.	Exhibit "C" – Certificate of Filing of Notice of Intention for OrbCare Inc.	41
D.	Exhibit "D" – Certificate of Filing of Notice of Intention for Pariscribe Inc.	43
E.	Exhibit "E" – Certificate of Filing of Notice of Intention for OrbCare US, Inc.	45
F.	Exhibit "F" – Order of Hainey J. dated June 25, 2019	47
G.	Exhibit "G" – Revised cashflow statement	55
H.	Exhibit "H" – DIP Term Sheet dated June 11, 2019	60
I.	Exhibit "I" – Amended and Restated DIP Term Sheet dated July 31, 2019	66

Tab No.	Description	Motion Record Page No.
3.	Draft Order	72
4.	Service List	78

Tab 1

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 CORPORATIONS ACT

NOTICE OF MOTION
(Extension of Time to File a Proposal, Approval of Amended and Restated DIP
Term Sheet and Procedural Consolidation returnable July 30, 2019)

OrbCare Inc. (“**OrbCare**”) will make a motion to a judge of the Commercial List at 330 University Avenue, Toronto, Ontario, on Tuesday July 30, 2019, at 10:00 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:

- a) an order extending from August 12, 2019 to September 26, 2019 the time for MNP Ltd. in its capacity as proposal trustee (the “**Trustee**”) to file with the official receiver a proposal pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”) on behalf of OrbCare;
- b) an order directing that the estates of OrbCare. Pariscribe Inc (“**Pariscribe**”). and OrbCare US, Inc. (“**OrbCare US**”) be procedurally consolidated, without prejudice to the rights of any party to seek or oppose substantive consolidation;

- c) an order authorizing OrbCare to sign the Amended and Restated DIP Term Sheet between OrbCare, OrbCare US and Pariscribe Inc., as borrowers and guarantors, and iGan Partners Inc., as lender, dated July 29, 2019; and
- d) such further and other relief as counsel may advise and this Court accepts.

THE GROUNDS FOR THE MOTION ARE:

Stay Extension

- (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) On June 25, 2019, by order of Mr. Justice Hainey of the Ontario Superior Court of Justice, the time for the Trustee to file with the official receiver a proposal pursuant to the BIA on behalf of OrbCare has been extended to August 12, 2019;
- (c) OrbCare has and is currently 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 has been and remains more valuable to creditors as a going concern than in liquidation, and OrbCare remains 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 Amended and Restated DIP Term Sheet

- (h) On June 25, 2019, by order of Hainey J., OrbCare was authorized to enter into a DIP Term Sheet between OrbCare, as borrower, OrbCare US and Pariscribe Inc., as guarantors, and iGan Partners Inc., as lender;

- (i) The Amended and Restated DIP Term Sheet between OrbCare, OrbCare US, Inc. and Pariscribe Inc., as borrowers and guarantors, and iGan Partners Inc., as lender, dated July 29, 2019, aside from attendant modifications, constitutes OrbCare, OrbCare US, Inc. and Pariscribe Inc. as each a borrower and guarantor, whereas they were respectively borrower and guarantors under the original DIP Term Sheet;
- (j) This amendment is to the benefit of the restructuring of each company, as more thoroughly pleaded in the companion notices of motion of OrbCare US, Inc. and Pariscribe Inc., seeking among other things approval of DIP Financing and a DIP Lender's charge;

Procedural Consolidation

- (k) OrbCare is the sole shareholder of Pariscribe and of OrbCare US;
- (l) Each of Pariscribe and OrbCare US have filed Notices of Intention to Make a Proposal pursuant to the BIA;
- (m) Senior management of OrbCare also administers the affairs of Pariscribe and OrbCare US;
- (n) The businesses of OrbCare and Pariscribe are identical in substances, with the difference being that some customers belong to Pariscribe due to legacy issues in the development of the business;
- (o) The business of OrbCare US is identical in substance to that of OrbCare and Pariscribe, with the difference being that OrbCare US deals with American clients;
- (p) Part of the business of OrbCare US is carried out by OrbCare, through administrative functions but also some customer helpdesk services and software coding services;
- (q) Any proposal for OrbCare will need to also include arrangements for the creditors of Pariscribe and OrbCare US in order to properly restructure, and it is likely that

any potential sales process would be enhanced by the participation of all three companies in it; and

- (r) It will decrease the administrative costs for filings with the Court and with the Office of Superintendent of Bankruptcy if the estates of OrbCare, Pariscribe and OrbCare US are procedurally consolidated.

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

- (a) The affidavit of Olivier Giner sworn July 29, 2019;
- (b) The Second 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: July 29, 2019

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Lawyers for OrbCare Inc., Pariscribe Inc. and
OrbCare US, Inc.

TO: THE SERVICE 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**

Estate File No. **31-2516167**

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

**NOTICE OF MOTION
(Extension of Time to File a Proposal, Approval of
Amended and Restated DIP Term Sheet and
Procedural Consolidation returnable July 30, 2019)**

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Tab 2

Estate No. 31-2516167

ONTARIO
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(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 July 29, 2019)

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

1. This affidavit is in support of:
 - (i) a motion made by OrbCare Inc. ("**OrbCare**") for an order (i) extending from August 12, 2019 to September 26, 2019 the time for MNP Ltd. in its capacity as proposal trustee ("**MNP**" or the "**Trustee**") to file with the official receiver a proposal pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**") on behalf of OrbCare,
 - (ii) a motion by OrbCare for an Order procedurally consolidating the proposal proceedings of OrbCare with those of its wholly owned subsidiaries, Pariscribe Inc. ("**Pariscribe**") and OrbCare US, Inc. ("**OrbCare US**") (collectively with OrbCare, the "**Companies**"), and
 - (iii) a motion by Pariscribe and OrbCare US for authorization to borrow funds under a DIP Term Sheet.
2. I am the Chief Executive Officer and a director of each of the Companies and 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 the Companies and other members of the management teams of the Companies.

3. 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. 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. On the same day, I was appointed a director of each of Pariscribe and OrbCare US, and also the CEO of each of Pariscribe and OrbCare US.

4. Before becoming a director of OrbCare, I was an employee (Vice-President and Chief Compliance Officer) of iGan Partners Inc. (“iGan”) and it was as a representative of iGan that I initially became a director of OrbCare on September 13, 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 August 31, 2019, whichever comes first. That role requires me to ensure compliance for investors providing funds to iGan and does not involve me in any of iGan’s activities or investments, such as with OrbCare.

OVERVIEW OF THE COMPANIES

5. OrbCare has the following wholly owned subsidiary corporations:

- a. Pariscribe, which is incorporated pursuant to the *Canada Business Corporations Act* and which operates in the same business as OrbCare, and has 19 clients (additional to OrbCare’s own clients); and
- b. OrbCare US, which is incorporated pursuant to the *Delaware General Corporation Law* and which also operates in the same business as OrbCare,

principally in the United States, and has 6 clients (additional to OrbCare's and Pariscribe's own clients).

6. OrbCare, OrbCare US and Pariscribe operate a collective and intertwined business (the "**Business**") which consists primarily in providing a range of software information technology (IT) solutions to clients operating in the healthcare sector in Canada and the United States, including specialty clinics such as radiology clinics, fertility clinics, and mental health clinics.

7. The senior management for all of the Companies is in Toronto. All of the directors of the Companies are Canadians resident in Toronto.

8. In operating the Business, the Companies share from time to time among other things clients, opportunities, suppliers, employees and other assets.

9. Together, the Companies count 37 active clients and employ 25 employees and 2 contractors.

10. Pariscribe has no employees and has no leased premises. It effectively operates using the employees, premises and other overhead of OrbCare. Pariscribe and OrbCare carry on the same business but do so for different clients. This is because there are clients who initially started with Pariscribe and therefore continue to deal with Pariscribe as a legacy issue. There is not presently any cost-sharing mechanism between OrbCare and Pariscribe.

11. OrbCare US does have three employees of its own, located in North Carolina, in the United States. The former President of OrbCare US was based in Colorado and rented part-time premises from a space-sharing company (Regus) in Colorado Springs, Colorado, and that location is still recorded as the head office. Following the departure of the President of OrbCare US in late 2018, the controller for OrbCare opened a post office box in Ogdensburg, New York state and a bank account in Watertown, New York for OrbCare US, as those locations are the nearest to the controller of OrbCare who lives in Ottawa, ON and travels to the US once a month for banking operations. At the time of the sudden departure of the former President of OrbCare US, a decision was made to maintain a US bank account, principally because the payroll service used by OrbCare US (Gusto) would not do business with a Canadian banking institution. The new management of

OrbCare US has decided to open another bank account for OrbCare US in Toronto, which is being ~~done~~ today (July 29, 2019). OrbCare US has no independent management, accounting or human resources functions, and instead relies upon OrbCare for all of those functions. OrbCare employees in Toronto also provide some services that are part of OrbCare US's core business, including providing some of the help desk functions and the software engineering for American clients. New management of OrbCare US is evaluating how to expand US operations and it is currently planned that Canadian employees will lead business development in the US.

12. OrbCare has no known conventional secured creditors. Aside from trade payables, there are priority payables in favour of Canada Revenue Agency ("CRA") for source deduction arrears in an amount currently estimated as \$511,323 and for unremitted HST in an amount currently estimated at \$84,485.

13. OrbCare US has no known secured creditors.

14. Pariscribe has two registered secured creditors, Emmanuel Abraham (who was formerly a director of Pariscribe) and Dejan Dimitrijevic (who is currently a director of Pariscribe and was formerly a shareholder of Pariscribe), who are employees of OrbCare (and previously of Pariscribe), as indicated in the *Personal Property Security Act* search results, a copy of which are attached as **Exhibit A**. It is unknown if those registrations are still valid or may be legacy issues from a prior structure of OrbCare and Pariscribe. Additionally, Pariscribe has priority payables in favour of CRA for source deduction arrears in an amount currently estimated at \$70,040.

CAUSES OF INSOLVENCY AND GENERAL SITUATION OF ORBCARE: A SUMMARY

15. I have recounted in detail the facts surrounding the discovery and the causes of OrbCare's insolvency in my affidavit dated June 23, 2019 filed in the present Court file in support of OrbCare's previous Motion for Extension of Time to File a Proposal and Approval of DIP Financing which was granted by order of Justice Hainey of the Ontario Superior Court of Justice on June 25, 2019. A copy of that June 23, 2019 affidavit is communicated herewith for convenience, without the exhibits, as **Exhibit B**. I hereafter provide a summary thereof.

16. All of the Companies are insolvent and each has filed a notice of intention to make a proposal (an “**NOI**”) under what I understand to be Section 50.4 of the BIA to which the Trustee accepted to act as proposal trustee:

- a. in the case of OrbCare, on May 28, 2019, as appears from a copy of the Certificate of Filing of OrbCare’s NOI attached hereto as **Exhibit C**;
- b. in the case of Pariscribe, on July 26, 2019, as appears from a copy of the Certificate of Filing of Pariscribe’s NOI attached hereto as **Exhibit D**; and
- c. in the case of OrbCare US, on July 29, 2019, as appears from a copy of the Certificate of Filing of OrbCare US’s NOI attached hereto as respectively **E**.

17. Shortly after I started being directly involved in OrbCare as COO in May of 2019 I started an 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;
- d. OrbCare’s Quickbooks accounting records appeared dated and incomplete, including an apparent backlog of thousands of accounting entries that, to such date, had 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.

18. On May 17, 2019, the board of directors of OrbCare resolved to make changes in the management of OrbCare, including the removal of the prior Chief Executive Officer and my appointment as Chief Operating Officer of OrbCare and Chief Executive Officer of the Companies, with the intention to attempt to stabilize the operational and cashflow situation of the Companies as well as continue to review the actual financial reality of the Companies.

19. 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 substantial after a relatively recent, September 13, 2018 \$2M preferred share 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 and corporate tax which remained to be precisely calculated by reason of OrbCare's incomplete record keeping; and
- e. the CRA had previously taken collection steps on account of unpaid amounts due in 2018 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.

20. 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 the Business for the benefit of all its stakeholders including its employees, shareholders and creditors.

21. On May 28, 2019, OrbCare accordingly filed an NOI under what I understand to be Section 50.4 of the BIA.

22. Pariscribe and OrbCare US did not initially file NOI's at the same time as OrbCare. This was a conscious decision because it was not known in May of 2019 what the proper financial status of those two companies was due to the gaps in the Companies' accounting practices and records. Since there was at that time no known creditor issue for Pariscribe that could jeopardize operations, the board of Pariscribe decided to defer any decision to file a NOI until a later time. As for Orbcare US, the amounts due to third party suppliers were grossly underestimated at such time, and as the company was looking to attempt to manage its payables, the board of Orbcare US decided to defer the decision to file a NOI as well.

23. Since May, I have determined that each of Pariscribe and OrbCare US have known or potential liabilities that they are not presently able to pay, and which, if subject to action by the creditors in question, could imperil the going concern nature of their businesses.

24. In particular, it came to my attention for the first time on June 21, 2019 that Pariscribe has been distributing a third party picture archiving and communication system (PACS) known as NILReader, and that Pariscribe may have failed to meet its obligations under a distribution agreement dated November 13, 2014 between Pariscribe and Claron Technology regarding the NILReader (“**Distribution Agreement**”). The imaging technology of Claron Technology (including the NILReader) was sold to Lexmark in 2015, and the technology was later sold to Hyland Corporation in 2017. The obligations of the parties under the Distribution Agreement may have been neglected from both parties to the agreement, as to my knowledge Pariscribe may have failed to pay any amounts to Claron (now Hyland) and Hyland may have also failed to provide the technical and customer support required under the Distribution Agreement. At this point I am unable to quantify the extent of the potential liability from Pariscribe to Hyland. I initiated contact with Hyland on July 26th, 2019 in an attempt to clarify the relationship and respective obligations of the parties. The Company has also been in discussions with alternative PACS suppliers in order to potentially replace the NILRead PACS installed with current clients and provide a different solution to new clients.

25. As for OrbCare US, it owes arrears of at least USD \$246,695 to three major suppliers of technology under license and services including computer servers. This amount does not include arrears for the second quarter of 2019 which invoices are expected to be received imminently. Some of these payables are nearly 290 days overdue and the discussions with the suppliers for the collection of these amounts have intensified in recent weeks, and the amounts the suppliers want to be paid exceed by far Orbcare US cash reserves even when including cash flow from near term operations.

EXTENSION OF TIME TO FILE A PROPOSAL AND STEPS UNDERTAKEN BY THE COMPANIES

26. OrbCare has already sought and received one extension of the time to make a proposal in its motion that was heard on June 25, 2019. A copy of the Order of Mr. Justice Hainey of that date is attached as **Exhibit F**. The current deadline for OrbCare to make a proposal is now August 12, 2019.

27. OrbCare seeks an extension of a further 45 days for the time for it to make a proposal to September 26, 2019, and Parsicribre and OrbCare US seek lesser extensions to the same date so that further motions regarding the Companies may be done all at the same time and to allow the Companies to consider an appropriate global restructuring strategy.

28. I believe that the Companies have acted in good faith and with due diligence before the filing of their NOI's in order to regularize their financial situation. I believe they have continued to do so since then, as detailed below.

29. Since before the filing of its NOI and thereafter, OrbCare has worked actively with MNP LLP and Vizhenbooks, a service company specialized in assisting other companies regarding bookkeeping, in order to redress the financial reporting for all the Companies and put forward a viable proposal to creditors. This has included the retainer of the forensic accounting services of MNP LLP to assist in the review of the Companies financial data and available records in order to attempt to properly state the financial records and position of the Companies, among other things. At the time of OrbCare's last stay extension motion on June 25, I indicated that work had been completed for the months of September of 2018 to April 2019, and the review for the months of January to August 2018 was still ongoing. The review of the Companies' books and records has now been substantially completed for all of 2018 and 2019 to date, especially from a profit and loss perspective. The Companies are still looking to finalize certain balance sheet items that are dependent on certain December 31, 2017 balances that were not provided with enough details. The ongoing review of the books and records and other financial activities since May 28, 2019 have enabled us to identify additional creditors of OrbCare, which were since given notice of OrbCare's NOI.

30. Since my affidavit in support of the June 25, 2019 extension, the following steps have been taken:

- a. working versions of the financial statements for OrbCare, Pariscrite and OrbCare US have been prepared for the period ending December 31, 2018 (Pariscrite's fiscal year end is October 31) and for the first five months of

2019 to the end of May, but which remain subject to change as further accounting information is analyzed;

- b. the HST liabilities for OrbCare and Pariscribe have been better quantified;
- c. the payroll source deduction obligations for OrbCare and Pariscribe have been better quantified;
- d. it has been determined that each of OrbCare and Pariscribe has experienced a deficit for its fiscal year ending in 2018, such that no income tax will be payable by either of them for its fiscal year ending in 2018;
- e. accounts receivable in the total amount of \$89,962 have been collected for OrbCare and Pariscribe;
- f. The Companies have engaged with possible new client opportunities, some of them with substantial revenue potential;
- g. one sales employee has been terminated and a new software engineer has been engaged to assist with client issues;
- h. MNP has continued to review OrbCare's procedures and history for the release of company funds, including the handling of funds by the former Chief Executive Officer and transactions between him and the Companies and whether those matters may warrant a request for repayment; and
- i. the CRA issued a review letter on July 17, 2019 regarding OrbCare's entitlement to Scientific Research and Experimental Development ("SR&ED") tax credits for the fiscal years ending 2015 and 2016. The CRA established that the Company was eligible to a total ITC claim of \$2,552 for the years ending December 31, 2015 and 2016. The CRA also established that the Company had total Net Losses in excess of \$175,000 for years ending December 31, 2015 and 2016 – while the findings are disappointing, the Company does not intend to object to the findings by the CRA since the

records available in support of the SR&ED claims for those years are insufficient, and the Company has dedicated abundant resources already trying to amend previous filings made by previous SR&ED consultants, which contained erroneous descriptions of the activities carried and insufficient supporting data; furthermore, the Company wants to take advantage of the Net Losses in order to offset corporate income taxes due for the year ending December 31, 2017.

31. OrbCare has also prepared an updated 13-week cashflow statement, a copy of which is attached as **Exhibit G**, and which is consolidated with the operations of Pariscribe due to their intertwined nature. A similar cash flow statement for Pariscribe will be filed within the required 10 day period after the filing of its NOI, and a separate cash flow statement is being prepared for OrbCare US to also be filed within the required 10 day period after filing of its NOI

FURTHER ANTICIPATED STEPS IN THE RESTRUCTURING OF THE COMPANIES AND ABILITY TO MAKE A PROPOSAL

32. With the growing certainty about the financial position of the Companies, I continue to believe that the Companies will likely be able to make a viable proposal to its creditors for the following reasons:

- a. the Companies operate in a business (software and health-related IT services) with, typically, healthy profit margins;
- b. the nature of the Companies' business means that they will provide far more value to creditors as a going concern than in a liquidation scenario;
- c. OrbCare and its subsidiaries 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: as mentioned above, OrbCare has engaged with possible new client opportunities, some of them with substantial revenue potential;

- d. OrbCare's preferred shareholder and current DIP lender, iGan Partners Inc. ("iGan"), has expressed confidence in OrbCare's value and has accordingly offered to advance DIP financing to OrbCare during its restructuring process in order to provide working capital to keep OrbCare as a going concern and to pay restructuring costs;
- e. iGan has expressed an interest in acting as a plan sponsor for any proposal that OrbCare makes; and
- f. the Companies have received several expressions of interest in either or both of an investment in the Companies or a sale of the Companies' assets, the proceeds of which could fund a viable proposal.

33. The Companies have begun the process of considering, with the assistance of counsel and of the Trustee, whether value for creditors and the interests of stakeholders more widely (including customers, suppliers, and employees) might be preserved or enhanced through a sales process to solicit interest in investments and/or purchases of the Companies' assets. The Companies have begun discussions with a potential purchaser of all of their assets who is prepared to act as a stalking horse bidder.

34. The Companies intend to return to Court within the period of the next stay extension to seek authorization for a sale and investment solicitation process, whether through the vehicle of a stalking horse agreement or otherwise.

35. The Companies intend to complete any transaction(s) that may come out of a sales process within the statutory 180 day maximum period for an NOI process after which a proposal to creditors is required.

EXPANSION OF DIP BORROWING TO PARISCRIBE AND ORBCARE US

36. OrbCare already sought and received Court approval to enter into a credit facility with iGan under a DIP Term Sheet, a copy of which is attached as **Exhibit H**. The Order of Mr. Justice Hailey dated June 25, 2019 granted that approval.

37. As noted in my prior affidavit, the existing DIP Term Sheet had been 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 did not 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.

38. There have not yet been any draws against that credit facility, but OrbCare needs to borrow funds against that facility imminently in order to pay professional restructuring costs and to ensure that the Companies will be in a position to make payroll for the time following August 1, 2019.

39. The existing DIP Term Sheet required Pariscribe and OrbCare US to be guarantors and to grant security in favour of iGan. At that time those companies had not filed their NOI's.

40. Since Pariscribe and OrbCare US have now filed NOI's, I am advised by counsel for the Companies and the Trustee that it would be more proper for Pariscribe and OrbCare US to use any DIP loan funds as principal borrowers.

41. I am also advised by counsel for the Companies that iGan has requested this before it will be prepared to advance funds under the DIP Term Sheet, and that iGan requires that the Companies cross-guarantee their obligations as a term of the loan.


42. I expect that most of the borrowing will be done by OrbCare, because it provides the head office management and other services to the Companies. I believe that if OrbCare does not have access to DIP lending, then it will be unable to stay in operation, which would effectively mean that Pariscribe and OrbCare US would cease business as well. On that basis, I believe that it is appropriate and in the best interests of the creditors and stakeholders of Pariscribe and OrbCare US that those two companies be guarantors of the debts of OrbCare.

43. Attached as **Exhibit I** is a copy of Amended and Restated DIP Loan Term Sheet that iGan has offered to the Companies.

44. Messrs. Abraham and Dimitrijevic, who have PPSA registrations against Pariscribe, were aware of OrbCare's execution of the first DIP Term Sheet, including iGan's request that Pariscribe guarantee the obligation of OrbCare under that first version, because Mr. Abraham is a director of OrbCare and Mr. Dimitrijevic also participated in a discussion among management on that topic. Both of them were also given formal notice of OrbCare's request for Court approval for the first DIP Term Sheet as Goodmans LLP, who acted as counsel for the common shareholders of OrbCare who include them, was served. Messrs. Abraham and Dimitrijevic are being served directly with this motion now out of an abundance of caution.

45. The Amended and Restated DIP Loan Term Sheet also has a new provision in it pertaining to an event of default if the Companies do not commence a sale process that is satisfactory to iGan before August 15, 2019. That is a new term that was just received from iGan today, and which the boards of directors of the respective Companies have not yet considered or authorized. There will be a meeting of the boards of directors on the afternoon of Wednesday July 31, 2019 to consider and, if appropriate, agree to that provision as part of the Amended and Restated DIP Loan Term Sheet.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario, this
29th day of July, 2019



Commissioner for taking affidavits
R. B. Bissell



Olivier Giner

**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**

**AFFIDAVIT OF OLIVIER GINER
(sworn July 29, 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. , Pariscrite Inc. and
OrbCare US, Inc.

This is **Exhibit "A"** to the
Affidavit of Olivier Giner,
sworn before me this 29th day
of July, 2019

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

A Commissioner, etc.

Enquiry Result

File Currency: 06JUN 2019



Show All Pages

Note: All pages have been returned.

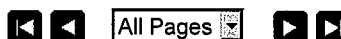
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Search Conducted On	PARISCRIBE INC.								
File Currency	06JUN 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	654197112	1	1	1	2	PERPETUAL			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution 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			

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	2	2	PERPETUAL			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
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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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[ServiceOntario Contact Centre](#)

This is **Exhibit "B"** to the
Affidavit of Olivier Giner,
sworn before me this 29th day
of July, 2019

A handwritten signature in blue ink, consisting of stylized, cursive letters that appear to be 'ABC' followed by a flourish.

A Commissioner, etc.

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 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

[3]

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

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:

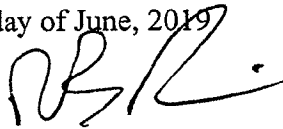
- a. there is no PPSA search result returnable for VConsult Services Inc.;
- b. OrbCare has no registered secured creditor; and

- 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**.

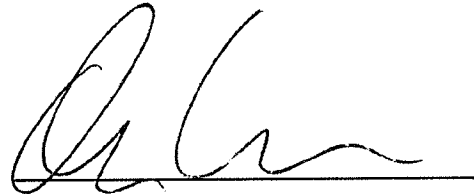
- 53. Therefore, I believe that no secured creditor would be materially prejudiced by the DIP Lender's Charge and that any prejudice possibly created thereby is lesser than the prejudice that would result from OrbCare's inability to finance its essential business activities and an eventual resulting 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 "C"** to the
Affidavit of Olivier Giner,
sworn before me this 29th day
of July, 2019

A handwritten signature in blue ink, consisting of stylized initials and a surname, 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 "D"** to the
Affidavit of Olivier Giner,
sworn before me this 29th day
of July, 2019

A handwritten signature in blue ink, consisting of stylized initials and a surname, 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. 31-2539066
Estate No. 31-2539066

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

Pariscribe Inc.
Insolvent Person

MNP LTD / MNP LTÉE
Licensed Insolvency Trustee

Date of the Notice of Intention: July 26, 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: July 26, 2019, 14:26

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 29th day
of July, 2019

A handwritten signature in blue ink, consisting of stylized initials that appear to be 'SBC'.

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. 31-2539459
Estate No. 31-2539459

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

Orbcare US, Inc.
Insolvent Person

MNP LTD / MNP LTÉE
Licensed Insolvency Trustee

Date of the Notice of Intention: July 29, 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: July 29, 2019, 11:54

E-File/Dépôt Electronique

Official Receiver

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

Canada

This is **Exhibit "F"** to the
Affidavit of Olivier Giner,
sworn before me this 29th day
of July, 2019

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

A Commissioner, etc.

Estate No. 31-2516167

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

TUESDAY, THE 25th

)

JUSTICE HAINEY

)

DAY OF JUNE, 2019



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 23, 2019 and the First Report dated June 24, 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 Brendan Bissell 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.

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:

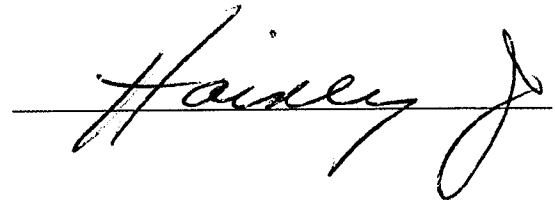
- (a) neither the creation of the DIP Lender’s Charge nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by OrbCare of any Agreement to which it is a party;
- (b) the DIP Lender shall 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: [<https://mnpdebt.ca/en/corporate/Engagements/orbcare-inc>].

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.

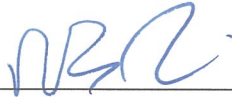
A handwritten signature in cursive script, reading "Haidley J.", is written over a horizontal line. The signature is fluid and stylized, with a large initial 'H' and a prominent 'J' at the end.

**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

<p>ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST Proceeding commenced in TORONTO</p>	
<p>ORDER (Extension of Time to File a Proposal and Approval of DIP Financing)</p>	
<p>GOLDMAN SLOAN NASH & HABER LLP 480 University Avenue, Suite 1600 Toronto (ON) M5G 1V2</p> <p>Brendan Bissell (LSUC# 40354v) Tel: 416-597-6489 Email: bissell@gsnh.com</p> <p>Lawyers for OrbCare Inc.</p>	

This is **Exhibit "G"** to the
Affidavit of Olivier Giner,
sworn before me this 29th day
of July, 2019

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

A Commissioner, etc.

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

- 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 29th day of July 2019, consisting of Statement of Revised Projected Cash-flow dated July 29, 2019 for the period from July 22, 2019 to October 13, 2019..

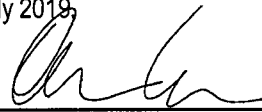
The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions 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 29th day of July 2019.

Orbcare Inc.
Debtor



Name and title of signing officer

By: Olivier Giner, COO

Name and title of signing officer

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

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
Orbcare Inc.
of the City of Toronto
in the Province of Ontario

Purpose:

The Statement of Revised Projected Cash-flow dated July 29, 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 Revised 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 Revised Projected Cash-flow.

Assumptions:

Orbcare Inc. ("Orbcare" or the "Company") recently had a change of management. The new management determined that Orbcare's financial records were not current, complete, reliable or accurate. Orbcare 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 Orbcare may need to amend the Statement of Revised Projected Weekly Cash Flow to reflect the results of its investigations into Orbcare'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.

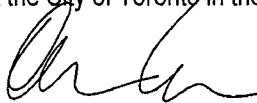
The Statement of Revised Projected Weekly Cash Flow includes the following Hypothetical Assumptions:

- The forecasted collection time on post-NOI sales is approximately 30 to 60 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 Orbcare 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 Revised Projected 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 disclaimer has 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 reductions to payroll arising out of terminations.
- 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 29th day of July 2019.



Orbcare Inc.

Orbcare Inc.
Statement of Revised Projected Cash Flow
For the period July 22, 2019 to October 13, 2019

	Week 7 21-Jul-19 (Actual)	Week 8 28-Jul-19 (Forecast)	Week 9 4-Aug-19 (Forecast)	Week 10 11-Aug-19 (Forecast)	Week 11 18-Aug-19 (Forecast)	Week 12 25-Aug-19 (Forecast)	Week 13 1-Sep-19 (Forecast)	Week 14 8-Sep-19 (Forecast)	Week 15 15-Sep-19 (Forecast)	Week 16 22-Sep-19 (Forecast)	Week 17 29-Sep-19 (Forecast)	Week 18 6-Oct-19 (Forecast)	Week 19 13-Oct-19 (Forecast)	TOTAL
Opening Cash Position	177,742	88,802	126,303	147,392	212,426	147,746	228,680	69,100	97,060	229,900	247,102	179,942	133,804	88,802
Receipts														
Collection of Existing Receivables														
Orbcare	3,481	20,715	4,374	-	-	53,743	3,480	-	-	-	-	-	-	82,312
Pariscrite	-	-	30,051	-	-	7,509	-	-	-	-	-	-	-	37,560
Collection from New Sales														
Orbcare	2,600	15,549	16,047	11,049	11,049	11,049	11,049	14,885	8,876	8,876	8,876	13,460	8,420	142,182
Pariscrite	2,750	1,920	11,963	7,088	7,088	7,088	7,088	10,880	6,976	6,976	6,976	10,769	7,585	97,273
Sales Tax Collected	696	1,317	2,385	1,545	1,545	1,545	1,545	2,194	1,350	1,350	1,350	2,063	1,363	20,393
Funds from Loan	-	-	200,000	-	-	-	-	-	200,000	-	-	-	-	400,000
Total Receipts	9,526	37,501	234,770	60,446	19,682	80,933	23,162	27,960	217,202	17,202	17,202	26,292	17,368	779,720
Disbursements														
Payroll (Wages)	57,550	-	57,550	-	57,550	-	57,550	-	57,550	-	57,550	-	57,550	345,300
Payroll (Deductions)	26,812	-	26,812	-	26,812	-	26,812	-	26,812	-	26,812	-	26,812	160,871
Rent	-	-	3,955	(4,588)	-	-	3,955	-	-	-	-	-	3,955	7,277
SG&A	1,748	-	11,022	-	-	-	15,399	-	-	-	-	-	10,074	36,496
Technology	10,854	-	3,671	-	-	-	8,525	-	-	-	-	-	7,900	20,096
Advisors	1,501	-	110,671	-	-	-	70,500	-	-	-	-	-	50,500	231,671
Repayment to Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	98,466	-	213,681	(4,588)	84,362	-	182,742	-	84,362	-	84,362	72,430	84,362	801,712
Net Operating Cash Flows	(88,939)	37,501	21,089	65,034	(64,680)	80,933	(159,580)	27,960	132,840	17,202	(67,160)	46,138	(66,994)	(21,992)
Closing Cash Position	88,802	126,303	147,392	212,426	147,746	228,680	69,100	97,060	229,900	247,102	179,942	133,804	66,810	66,810

The Statement of Revised Weekly Projected Cash-flow for the period from July 22, 2019 to October 13, 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 the attached assumptions (hypothetical and/or probable) to these projections and the Trustee's Report on Cash-flow Statement (Form 29) and the Report on Cash-flow Statement by the Person Making the Proposal (Form 30).

Dated at Toronto, Ontario this 29th day of July,
 2019
 MNP LTD.,
 Trustee acting in re the Proposal of
 Orbcare Inc.

Orbcare Inc.

 Per: Olivier Clitner

Per: _____
 Sheldon Title

This is **Exhibit "H"** to the
Affidavit of Olivier Giner,
sworn before me this 29th day
of July, 2019

A handwritten signature in black ink, appearing to be "J. B. C.", is written above a solid 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@gsnh.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.

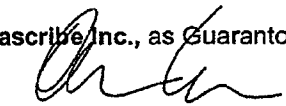
IGan Partners Inc.

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

Orbcare Inc., as Borrower

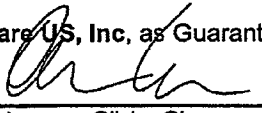
By: 
Name: Olivier Giner
Title: Director
Email: olivier.giner@orbcare.com

Parascrib 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 "I"** to the Affidavit
of Olivier Giner,
sworn before me this 29th day
of July, 2019



A Commissioner, etc.

iGAN PARTNERS

AMENDED AND RESTATED DIP TERM SHEET ("Term Sheet")

- Borrowers:** Orbcare Inc. ("**Orbcare**")
Pariscribe Inc. ("**Pariscribe**")
Orbcare US, Inc
(collectively, the "**Borrowers**")
- Guarantors:** Orbcare
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:** Court order approving this Term Sheet and granting the Lender a first ranking security charge on all the assets, property, and undertaking of the Borrowers ("**DIP Approval Order**") and cross-guarantees from the Guarantors for the obligations of each of the other Borrowers.
- Use of Funds:** (a) General working capital needs of the Borrowers 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 Borrowers are responsible for as part of the BIA Proceeding including that of the Lender; 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;

(d) Guarantees shall have been provided in form and substance satisfactory to the Lender; and

(e) Lender shall have been provided with an acceptable initial 13-week cash flow for the Borrowers.

Covenants:

(a) Lender shall receive copy of the forensic report that the Borrowers have requested from MNP within 3 days of its receipt by the Borrowers; 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 Borrowers 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 any 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 Borrowers 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 Borrowers 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 Borrowers 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(s) on such terms as may be acceptable to the Lender and the Borrower(s), and subject to any approvals that may be required. Lender further commits to making sufficient funds as are necessary to allow the Borrowers' 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:** Borrowers 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 Borrowers. 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) Borrowers 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 any Borrower, or there is granted any order which purports to rank in priority to the security granted to the Lender under the DIP Approval Order or that otherwise negatively impacts on the priority given to the Lender under the DIP Approval Order;
 - (d) Any Borrower engages or permits any of its assets subject to the Lender's security to be used for any improper purpose;

- 4 -

- (e) Any Borrower, 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;
- (f) A Material Adverse Effect has occurred; or
- (g) The Borrowers have failed to institute a sale and investment process (which may take the form of a stalking horse process) on terms acceptable to the Lender on or before August 15, 2019.

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 Orbcare commenced by a filing a notice of intention to make a proposal pursuant to the BIA ("**NOI**") on May 28, 2019, with File Number 31-2516167, that Pariscribe commenced by filing an NOI on July 26, 2019, with File Number 31-2539066, and that Orbcare US commenced by filing an NOI on July 29, 2019, with File Number 31-2539459.

(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 Borrowers 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 3:00 pm EDST on July 31, 2019, after which time this offer shall be automatically withdrawn.

IGan Partners Inc., as Lender

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

Orbcare Inc., as Borrower and Guarantor

By: _____
Name:
Title:
Email:

Pariscribe Inc., as Borrower and Guarantor

By: _____
Name:
Title:
Email:

Orbcare US, Inc, as Borrower and Guarantor

By: _____
Name:
Title:
Email:

Tab 3

Estate No. 31-2516167

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) TUESDAY, THE 30th
)
JUSTICE) DAY OF JULY, 2019
)

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, Approval of Amended and Restated DIP
Term Sheet and Procedural Consolidation)**

THIS MOTION made by OrbCare Inc. (“**OrbCare**”) for an order (i) extending from August 12, 2019 to September 26, 2019 the time for MNP Ltd. in its capacity as proposal trustee (the “**Trustee**”) to file with the official receiver a proposal pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”) on behalf of the OrbCare, and (ii) procedurally consolidating the estates of OrbCare with those of Pariscribe Inc. (“**Pariscribe**”) and OrbCare US Inc. (“**OrbCare US**”), was heard this day at 330 University Ave., Toronto..

ON READING the affidavit of Olivier Giner sworn July 29, 2019 and the Second Report dated July 29, 2019 (the “**Second 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 Brendan Bissell dated July 29, 2019.

NOTICE AND SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record in respect of this motion and the Second 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 September 26, 2019.

APPROVAL OF AMENDED AND RESTATED DIP TERM SHEET

3. **THIS COURT ORDERS** that OrbCare be and hereby is authorized to sign the Amended and Restated DIP Term Sheet between OrbCare, OrbCare US and Pariscribe Inc., as borrowers and guarantors, and iGan Partners Inc., as lender, dated July 29, 2019.

PROCEDURAL CONSOLIDATION

4. **THIS COURT ORDERS** that, without prejudice to the right of any party to seek or oppose substantive consolidation in respect of any or all of the following proceedings:

- (a) the present proceeding,
- (b) the matter of the notice of intention to make a proposal of Pariscribe Inc., Estate No. 31-2539066, and
- (c) the matter of the notice of intention to make a proposal of OrbCare US, Inc., Estate No. 31-2539459,

(collectively, the “**NOI Proceedings**”)

the NOI Proceedings shall be procedurally consolidated and the Trustee shall be authorized and directed to administer the NOI Proceedings on a consolidated basis for all

purposes in carrying out its administrative duties and other responsibilities as trustee under the BIA, including, without limitation, the following:

- (d) sending notices to creditors of OrbCare, Pariscribe Inc., and OrbCare US, Inc. (collectively, the “**NOI Companies**”) pursuant to one consolidated notice;
- (e) calling and conducting any meetings of creditors of the NOI Companies pursuant to one combined advertisement and one meeting;
- (f) issuing consolidated reports in respect of the estates of the NOI Companies;
- (g) preparing, filing, advertising and distributing any and all filings and/or notices relating to the administration of the estates of the NOI Companies on a consolidated basis; and
- (h) bring motions to this Honourable Court on a consolidated basis.

5. **THIS COURT ORDERS** that the single court file number of 31-2516167 and the following title of proceeding of shall be assigned to the NOI Proceedings:

“

**IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF ORBCARE INC. AND
PARISCRIBE INC., CORPORATIONS
INCORPORATED UNDER THE CANADA *BUSINESS
CORPORATIONS ACT*, AND ORBCARE US, INC., A
CORPORATION INCORPORATED UNDER THE
LAWS OF THE STATE OF DELAWARE IN THE
UNITED STATES OF AMERICA**

”

6. **THIS COURT ORDERS** that a copy of this Order shall be filed by the NOI Companies in the court file for each of the NOI Proceedings but that any other document required to be filed in any of the NOI Proceedings shall hereafter only be required to be filed in Court file number 31-2516167.

7. **THIS COURT ORDERS** that the procedural consolidation of the NOI Proceedings shall not:

- (a) affect the separate legal status and corporate structures of any of the NOI Companies,
 - (b) cause any of the NOI Companies to be liable for any claim for which it otherwise is not liable, or
 - (c) affect the Trustee's or a creditor's right to seek to disallow any claim, including on the basis that such claim is a duplicative claim.
-

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

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

**ORDER
(Extension of Time to File a Proposal, Approval of
Amended and Restated DIP Term Sheet and
Procedural Consolidation)**

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., Pariscribe Inc., and
OrbCare US, Inc.

Tab 4

July 27, 2019

Estates No. 31-2516167, 31-2539066 and 31-2539459

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

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE
A PROPOSAL OF ORBCARE INC. AND PARISCRIBE INC.,
CORPORATIONS INCORPORATED UNDER THE CANADA
BUSINESS CORPORATIONS ACT, AND ORBCARE US, INC., A
CORPORATION INCORPORATED UNDER THE LAWS OF THE
STATE OF DELAWARE IN THE UNITED STATES OF AMERICA**

SERVICE LIST

GOLDMAN SLOAN NASH & HABER LLP

480 University Avenue, Suite 1600
Toronto (ON) M5G 1V2
Fax: 416.597.3370

R. Brendan Bissell (LSO# 40354v)

Tel: 416.597.6489
Email: bissell@gsnh.com

Joël Turgeon

Tel: 416.597.6486
Email: turgeon@gsnh.com

Lawyers for OrbCare Inc., Pariscribe Inc. and
OrbCare US, Inc.

MNP LTD.

111 Richmond Street West
Toronto (ON) M5H 2G4
Fax: 416.323.5240

Sheldon Title

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

Proposal Trustee

<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 Proposal Trustee</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 the DIP Lender, 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>	<p>MANNY ABRAHAM 2010 Eglinton Ave. West, Suite 300 Toronto, ON M6E 2K3</p> <p>Email: manny.abraham@orbcare.com</p> <p>Registered secured creditor of Pariscribe Inc.</p>

DEJAN DIMITRIJEVIC
2010 Eglinton Ave. West, Suite 300
Toronto, ON M6E 2K3

Email: dejan.dimitrijevic@orbcare.com

Registered secured creditor of Pariscribe Inc.

EMAIL ADDRESS LIST

bissell@gsnh.com; turgeon@gsnh.com; sheldon.title@mdp.ca; george@chaitons.com;
kenneth.kraft@dentons.com; mark.freake@dentons.com; cpayne@goodmans.ca;
jfirsten@goodmans.ca; diane.winters@justice.gc.ca; rakhee.bhandari@justice.gc.ca;
kevin.ohara@ontario.ca; manny.abraham@orbcare.com; dejan.dimitrijevic@orbcare.com

**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 to File a Proposal, Approval of
Amended and Restated DIP Term Sheet and
Procedural Consolidation returnable July 30, 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., Pariscribe Inc. and
OrbCare US, Inc.