

District of Ontario
Division No. 09 – Toronto
Court No. 31-2516167
Estate No. 31-2516167, 31-2539066, 31-2539459

**IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF
ORBCARE INC. AND PARISCRIIBE 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**

NOTICE TO CREDITORS OF NOTICE OF INTENTION TO MAKE A PROPOSAL FILING

To the Creditors of OrbCare Inc. (“OrbCare”), Pariscribe Inc. (“Pariscribe”) and OrbCare US, Inc. (“OrbCare US”)

PLEASE TAKE NOTICE THAT

- On May 28, 2019, OrbCare filed a Notice of Intention to Make a Proposal (the “**NOI**”) pursuant to Section 50.4(1) of Part III, Division I of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and MNP Ltd. (“**MNP**”) was named as the proposal trustee (the “**Trustee**”).
- On July 26, 2019, Pariscribe filed a NOI pursuant to Section 50.4(1) of Part III, Division I of the *BIA* and MNP was named as the Trustee; and
- On July 29, 2019, OrbCare US filed a NOI pursuant to Section 50.4(1) of Part III, Division I of the *BIA* and MNP was named as the Trustee.

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

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated August 1, 2019 (the “**Consolidation Order**”), the NOI Proceedings were procedurally consolidated and the Trustee was 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 sending of notices to the creditors of OrbCare, Pariscribe and OrbCare US (collectively, the “**Companies**”).

A copy of the Consolidation Order can be downloaded from the Trustee’s Case Website established for the NOI Proceedings at <https://mnpdebt.ca/en/corporate/engagements/orbcare-inc>

Further to the Trustee’s Second Report to the Court, dated July 29, 2019, for the creditors of OrbCare US only, attached are copies of the orders issued on August 1, 2019 (collectively, the “**August 1 Orders**”). Any OrbCare US creditors not satisfied with the August 1 Orders may seek amendments or variations of such orders by way of motion to the Court that is served forthwith after the orders come to their attention.

Please find enclosed the following:

1. The NOIs for each of the Companies, together with a list of the names of their respective creditors with claims of \$250 or more and the amounts of the claims (the “**Creditor Listing**”);

2. The consent of MNP to act as the Trustee for each of the Companies; and
3. The Certificate of Filing of the NOI, issued by Office of the Superintendent of Bankruptcy Canada for each of the Companies.

Suppliers and other service providers should contact their normal representative at the Companies with respect to the terms of payment for goods and/or services that are to be provided going forward.

Pursuant to Section 50.4(8) of the BIA, the Companies have thirty (30) days from the date of the NOI, unless such time period is extended by the Court, to file a proposal with the Trustee. Please note that pursuant to the August 1 Orders, the time to file a proposal under the NOI Proceedings has been extended to September 26, 2019 for all of the Companies. Until that date, or such further date as may be ordered by the Court:

- No person may terminate or amend any agreement with any of the Companies, or claim an accelerated payment, or a forfeiture of the term, under any agreement with any of the Companies, by reason only that the company is insolvent or by reason of the filing of the NOI, pursuant to Section 65.1(1) of the BIA; and
- No creditor has any remedy against any of the Companies or their property or shall commence or continue any action, execution, or other proceedings against any of the Companies without leave of the Court, pursuant to Section 69(1) of the BIA.

We recognize that the amounts reflected as being due to you on the Creditor Listing may vary from your records. However, at this time the Trustee is neither looking to receive nor are creditors required to file a proof of claim in connection with their claim and the proposal proceedings. At a later date and once a proposal has been filed, the Trustee will provide you with further information regarding the proposal proceedings, including the date for the meeting of creditors to consider the proposal and a proof of claim form, so that you may then submit and prove your claim.

Please visit our Case Website at <https://mnpdebt.ca/en/corporate/engagements/orbcare-inc> to view and download the available information and documents concern this proceeding.

If you have any questions concerning the foregoing or require any additional information, please contact Angela Liu at (647) 775-1777 or by email at angela.liu@mnp.ca.

Dated at Toronto, Ontario this 1st day of August 2019.

MNP LTD.,
Trustee acting *in re* the Proposals of
OrbCare Inc., Pariscribe Inc. and OrbCare US, Inc.
Per:



Sheldon Title, CA, CPA, CIRP, LIT
Senior Vice President

Encl.

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
Orbcare US, Inc.

Take notice that:

1. I, Orbcare US, Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. MNP LTD. of 300 - 111 Richmond Street West, Toronto, ON, M5H 2G4, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Toronto in the Province of Ontario, this 29th day of July 2019.



Orbcare US, Inc.
Insolvent Person
By: Olivier Giner, CEO

To be completed by Official Receiver:

Filing Date

Official Receiver

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
Orbcare US, Inc.

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Intelerad	800 Blvd. De Maisonneuve East, Suite #1200 Montreal QC H2L 4L8		222,249.50
Island Corporation	260 Regina Rd Unit 12 Woodbridge ON L4L 8P8		20,494.91
Nuance Communications Inc.	One Wayside Rd Burlington MA 01803 USA		28,500.00
TierPoint	12444 Powerscourt Dr. Ste 450 St-Louis MO 63131 USA		122,890.00
Total			394,134.41



Orbcare US, Inc.
Insolvent Person
By: Olivier Giner, CEO

- Proposal Consent -
In the matter of the proposal of
Orbcare US, Inc.

To whom it may concern,

This is to advise that we hereby consent to act as trustee under the Bankruptcy and Insolvency Act for the proposal of Orbcare US, Inc..

Dated at the City of Toronto in the Province of Ontario, this 29th day of July 2019.

MNP LTD. - Licensed Insolvency Trustee



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



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) THURSDAY, THE 1ST
JUSTICE DIETRICH) DAY OF AUGUST, 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 Joël Turgeon 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:

“

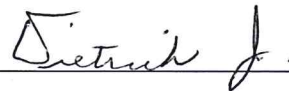
**IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF ORBCARE INC. AND
PARISCRIBE INC., CORPORATIONS
INCORPORATED UNDER THE CANADA *BUSINESS
CORPORATIONS ACT*, AND ORBCARE US, INC., A
CORPORATION INCORPORATED UNDER THE
LAWS OF THE STATE OF DELAWARE IN THE
UNITED STATES OF AMERICA**

”

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.

A handwritten signature in cursive script, appearing to read "Dietrich J.", is written above a horizontal line.

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

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., Pariscrite Inc., and
OrbCare US, Inc.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)
JUSTICE DIETRICH)

THURSDAY, THE 1ST
DAY OF AUGUST, 2019



IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF ORBCARE US, INC., A
CORPORATION INCORPORATED UNDER THE
DELAWARE *GENERAL CORPORATION LAW*

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

THIS MOTION made by OrbCare US, Inc. ("**OrbCare US**") for: (i) an order extending from August 25, 2019 to September 26, 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 US, a proposal pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**"); and (ii) an order authorizing OrbCare US to obtain and borrow under a credit facility (the "**Credit Facility**") from iGan Partners Inc. (the "**DIP Lender**") on terms set out in the Amended and Restated DIP Term Sheet between OrbCare Inc., OrbCare US and Pariscribe Inc., as borrowers and guarantors, and the DIP Lender, as lender, dated July 29, 2019 (the "**DIP Loan Agreement**") and granting in favour of the DIP Lender a charge (the "**DIP Lender's Charge**") on OrbCare US'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 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 US, the Trustee, the DIP Lender, and those other parties present, as indicated in the counsel slip, no other parties being present although duly served as appears from the affidavit of service of Joël Turgeon dated 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 a proposal may be filed on behalf of OrbCare US be and is hereby extended to September 26, 2019.

DIP FINANCING

3. **THIS COURT ORDERS** that OrbCare US 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 Loan Agreement, 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 US 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 Loan Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and OrbCare US 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 Loan Agreement 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 Loan Agreement and the Definitive Documents, OrbCare US 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 consider the best interests of OrbCare US and its stakeholders;

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 under or pursuant to the DIP Loan Agreement, the Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to OrbCare US and set off and/or consolidate any amounts owing by the DIP Lender to OrbCare US against the obligations of OrbCare US to the DIP Lender under the DIP Loan Agreement, 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 US and for the appointment of a trustee in bankruptcy of OrbCare US; 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 US or the Property.

8. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any proposal filed by OrbCare US under the BIA or any plan of arrangement or compromise filed by OrbCare US 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 US shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the DIP Lender's Charge, unless OrbCare US 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 Loan Agreement, 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 US, and notwithstanding any provision to the contrary in any Agreement:

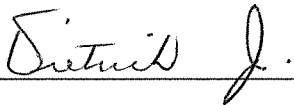
- (a) neither the creation of the DIP Lender’s Charge nor the execution, delivery, perfection, registration or performance of the DIP Loan Agreement or the Definitive Documents shall create or be deemed to constitute a breach by OrbCare US of any Agreement to which it is a party;
- (b) the DIP Lender shall have no liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from OrbCare US entering into the DIP Loan Agreement, 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 US pursuant to the DIP Loan Agreement 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 US’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

of the Ontario *Rules of Civil Procedure*, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules*. Subject to Rule 3.01(d) of the *Rules* 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](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 US, 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 US 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 US and the Trustee and their respective agents in carrying out the terms of this Order.



IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF ORBCARE US, INC., A CORPORATION
INCORPORATED UNDER THE DELAWARE GENERAL
CORPORATION LAW

Estate No. 31-2539459

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced in TORONTO

ORDER

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) THURSDAY, THE 1ST
)
JUSTICE DIETRICH) DAY OF AUGUST, 2019



IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF PARISCRIIBE 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 Pariscrcribe Inc. (“**Pariscrcribe**”) for: (i) an order extending from August 25, 2019 to September 26, 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 Pariscrcribe, a proposal pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”); and (ii) an order authorizing Pariscrcribe to obtain and borrow under a credit facility (the “**Credit Facility**”) from iGan Partners Inc. (the “**DIP Lender**”) on terms set out in the Amended and Restated DIP Term Sheet between OrbCare Inc., OrbCare US and Pariscrcribe Inc., as borrowers and guarantors, and the DIP Lender, as lender, dated July 29, 2019 (the “**DIP Loan Agreement**”) and granting in favour of the DIP Lender a charge (the “**DIP Lender’s Charge**”) on Pariscrcribe’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 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 Pariscrite, the Trustee, the DIP Lender, and those other parties present, as indicated in the counsel slip, no other parties being present although duly served as appears from the affidavit of service of Joël Turgeon dated 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 a proposal may be filed on behalf of Pariscrite be and is hereby extended to September 26, 2019.

DIP FINANCING

3. **THIS COURT ORDERS** that Pariscrite 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 Loan Agreement, 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 Pariscrite 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 Loan Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and Pariscrite 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 Loan Agreement 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 Loan Agreement and the Definitive Documents, Pariscribe 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 consider the best interests of Pariscribe and its stakeholders;

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 under or pursuant to the DIP Loan Agreement, the Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to Pariscribe and set off and/or consolidate any amounts owing by the DIP Lender to Pariscribe against the obligations of Pariscribe to the DIP Lender under the DIP Loan Agreement, 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 Pariscribe and for the appointment of a trustee in bankruptcy of Pariscribe; 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 Pariscribe or the Property.

8. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any proposal filed by Pariscribe under the BIA or any plan of arrangement or compromise filed by Pariscribe 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, Pariscribe shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the DIP Lender's Charge, unless Pariscribe 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 Loan Agreement, 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 Pariscribe, and notwithstanding any provision to the contrary in any Agreement:

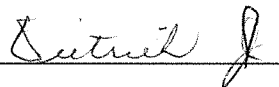
- (a) neither the creation of the DIP Lender’s Charge nor the execution, delivery, perfection, registration or performance of the DIP Loan Agreement or the Definitive Documents shall create or be deemed to constitute a breach by Pariscribe of any Agreement to which it is a party;
- (b) the DIP Lender shall have no liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from Pariscribe entering into the DIP Loan Agreement, the creation of the DIP Lender’s Charge, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by Pariscribe pursuant to the DIP Loan Agreement 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 Pariscribe’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 of the Ontario *Rules of Civil Procedure*, this Order shall constitute an order for substituted

service pursuant to Rule 16.04 of the *Rules*. Subject to Rule 3.01(d) of the *Rules* 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/ orbcase - inc.](https://mnpdebt.ca/en/corporate/Engagements/orbcase-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 Pariscribe, 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 Pariscribe 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 Pariscribe and the Trustee and their respective agents in carrying out the terms of this Order.



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

Estate No. 31-2516167

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced in TORONTO

ORDER

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

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

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

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