

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF BRAINHUNTER INC.,
BRAINHUNTER CANADA INC., BRAINHUNTER
(OTTAWA) INC., PROTEC EMPLOYMENT SERVICES
LTD., TREKLOGIC INC.

Applicants

AFFIDAVIT OF KIM ALEXANDER-COOK
(sworn March 26, 2010)

I, Kim D.G. Alexander-Cook, of the City of Ottawa, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am an associate at Stikeman Elliott LLP, solicitors for Zylog Systems (Canada) Ltd. and as such have knowledge of the matters to which I hereinafter depose save and except where I have noted them to be on information and belief.

The Asset Purchase Agreement

2. On or about January 18, 2010, Brainhunter Inc., Treklogic Inc., Protec Employment Services Limited, Brainhunter Canada Inc., Brainhunter (Ottawa) Inc., Vision2Hire Solutions Inc., and Brainhunter Recruiting (India) Private Limited (collectively, the "Vendors" or the "Debtors") and Zylog Systems (Canada) Ltd. and Zylog Systems (India) Limited (collectively, the "Purchaser") entered into an Asset Purchase Agreement (the "Sale Agreement") for the sale, transfer, and assignment of all of the Vendors' right, title and interest in and to the purchased assets (the "Transaction"). Attached as Exhibit "A" is an executed copy of the Sale Agreement.

3. Purchased assets are defined broadly in the Sale Agreement and include, amongst others, the Vendor's "customer contracts", being any contract between the Vendor and a client pursuant to which a contractor, on behalf of the Vendor provides services to such client (the "**Purchased Assets**").

4. The Transaction closed on February 17, 2010 ("**Closing**"). At the Closing, Brainhunter changed its name to a numbered company.

5. Pursuant to the terms of the Sale Agreement, the Vendors and the Purchaser are permitted to execute further instruments, documents, matters, papers, and assurances as may be reasonably requested to complete the Transaction and for carrying out the true intent and meaning of the Sale Agreement.

6. Section 9.10 of the Sale Agreement stipulates that the Purchaser is permitted to assign its rights under the Sale Agreement without consent to any of its affiliates.

7. In connection with the acquisition, the Purchaser incorporated a wholly owned operating subsidiary, Zylog Systems (Ottawa) Ltd. ("**Zylog (Ottawa)**") to own all of the acquired business assets and to employ substantially all of the employees of the former Brainhunter (Ottawa) Inc. ("**Brainhunter (Ottawa)**"). Zylog (Ottawa) is to maintain all of the functions, facilities, contracts, corporate experience, intellectual property, authorizations, and relationships to permit the continuation of the purchased business without interruption, including the use of the Brainhunter (Ottawa) business name and the contracts presently in issue.

Court Approval of the Sale Transaction and the Vesting Order

8. On or about February 1, 2010, the Vendor and Purchaser appeared before the Ontario Superior Court of Justice seeking Court approval of the Transaction and a form of vesting order vesting in the Purchaser the right, title, and interest in and to the Purchased Assets (the "**Vesting Order**"). Attached as **Exhibit "B"** is the Vesting Order.

9. As per the terms of the Vesting Order, the Court approved the Transaction and authorized the Vendor to take any additional steps and execute any additional documents as may be necessary or desirable for the completion of the Transaction as contemplated in the Sale Agreement and for the conveyance of the purchased assets to the Purchaser.

The Crown Contracts

10. Following Closing, the Purchaser contacted government contracting authorities, including the Chief Electoral Officer of Canada ("EC") and Public Works and Government Services Canada ("PWGSC"), to formalize the transfer of various government contracts (the "Crown Contracts").

11. There is a sense of urgency on the Purchaser's behalf to have the Crown Contracts transferred, as a large portion of the Crown Contracts will expire as of March 31, 2010. In circumstances where the Crown Contracts are not assigned prior to expiry, the exercise of options to extend the Crown Contracts, where such options exist, cannot be exercised.

12. After ongoing discussion, EC and PWGSC have agreed to consent to the assignment of their relevant Crown Contracts on various conditions including that the Vendors and Purchaser execute a form of assignment and assumption agreement (the "Assignment Agreement"). Attached as Exhibit "C" is the most current draft Assignment Agreements being discussed with EC and PWGSC. The form of Assignment Agreement is still a matter of discussion and a final form of Assignment Agreement will be filed at the hearing.

13. The Purchaser may require additional assignment agreements to be executed for other government contracting authorities, however, the Purchaser will attempt to utilize a form of assignment agreement substantially similar to those agreed to by EC and PWGSC.

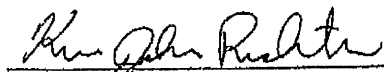
14. The transfer of the relevant business assets to Zylog (Ottawa) as described in above in paragraph 7 has or will be effected before execution of the Assignment Agreements.

15. The Vendors have no remaining officers and directors to execute the Assignment Agreements. In lieu of the Vendors' signature, EC and PWGSC have agreed to accept the Monitor's signature on Assignment Agreements on the Vendors' behalf.

16. The Monitor has expressed reservation in signing Assignment Agreements without Court approval and direction of same. As such, the Purchaser seeks the Court's assistance in authorizing the Monitor to sign the necessary documentation.

17. Two other Orders are relevant to the hearing and will be filed for ease of reference with the motion record. These include: (a) the First Amended and Restated Initial Order, dated December 2, 2009; and (b) the Order of Her Honourable Madame Justice Karakatsanis, dated February 26, 2010.

SWORN BEFORE ME at the City of
Ottawa, in the Province of Ontario,
on March 26, 2010.



Commissioner for Taking Affidavits
KEVIN JOHN RUSHTON



Kim D.G. Alexander-Cook

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Court File No: 09-8482-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**AFFIDAVIT OF KIM ALEXANDER-COOK
(sworn March 26, 2010)**

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