

TAB 5

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) MONDAY THE 29th DAY
)
JUSTICE) OF MARCH, 2010

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 1484558 ONTARIO INC.,
TREKLOGIC INC., 4386396 CANADA INC., 4386370
CANADA INC. and PROTEC EMPLOYMENT
SERVICES LIMITED

APPLICANTS

ORDER

THIS MOTION, made by Zylog Systems (Canada) Ltd. and Zylog Systems (India) Limited (collectively "Zylog") for the relief set out in the Notice of Motion dated March 29, 2010 was heard this day at 330 University Avenue, Toronto, Ontario.

UPON READING the Affidavit of Kim D.G. Alexander-Cook , sworn March 26, 2010 (the "Alexander-Cook Affidavit"), and upon hearing the submissions from counsel for Zylog and counsel for Deloitte & Touche Inc. in its capacity as the Court-Appointed monitor (the "Monitor") of 1484558 Ontario Inc. (formerly Brainhunter Inc.), 4386396 Canada Inc. (formerly Brainhunter Canada Inc.), 4386370 Canada Inc. (formerly Brainhunter (Ottawa) Inc.), Protec Employment Services Ltd. and Treklogic Inc. (together, the "Applicants"), [the Chief Electoral Officer of Canada and Public Works and Government Services Canada,] no one else appearing although service was properly made upon the Service List,

ON BEING ADVISED that the Chief Electoral Officer of Canada and Public Works and Government Services Canada consent to the form of order being sought,

1. THIS COURT ORDERS that the time for service and filing of the Notice of Motion and the materials therein be and is hereby abridged, if necessary, and that all parties requiring notice of this Motion have been duly served with notice thereof, and that the service including the form, manner and time thereof be and is hereby validated, and that further service thereof be and is hereby dispensed with.

2. THIS COURT ORDERS that capitalized terms not otherwise defined in this Order shall have the meanings ascribed thereto in the Alexander-Cook Affidavit.

3. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, under the First Amended and Restated Initial Order and all other Orders in this proceeding, is hereby empowered to do any of the following for and in the name of any of the Applicants:

(a) Execute one or more agreements assigning to Zylog or such party as Zylog directs all of the right, title and interest of any or all of the Applicants in and to any of the Crown Contracts substantially in the form of the Assignment and Assumption Agreement attached as Exhibit "C" to the Alexander-Cook Affidavit, or with such modifications as are acceptable to the Monitor; and

(b) Take any other steps or execute such further documentation as deemed necessary by the Monitor to complete the assignment to Zylog or such party as Zylog directs of the Crown Contracts in accordance with the terms of the Sale Agreement,

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons

(as defined in the First Amended and Restated Initial Order) including the Applicants, and without interference from any other Person.

4. **THIS COURT ORDERS** that, without limiting the provisions of the First Amended and Restated Initial Order, the Applicants shall remain in possession and control of the Property, as defined in the First Amended and Restated Initial Order, and the Monitor shall not be deemed to be in possession and/or control of the Property or any part thereof.

5. **THIS COURT ORDERS AND DECLARES** that nothing in this Order shall cause the Monitor to be responsible for any liabilities or duties related or owing to any of the former employees of any of the Applicants, including without limitation, wages, severance pay, termination pay, vacation pay or pension or benefit amounts.

6. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of the expansion of its powers hereunder or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

7. **THIS COURT ORDERS AND DECLARES** that nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant legislation.

8. **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 to give effect to this Order and to assist the Monitor and its 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 the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
