

TAB I

EXHIBIT " I "

BILL OF SALE

THIS AGREEMENT made the day of September, 2010

B E T W E E N:

WALL & ASSOCIATES PC, CHARTERED ACCOUNTANTS

(hereinafter referred to as the "Purchaser")

of the first part

- and -

1484558 ONTARIO INC. (formerly Brainhunter Inc.)

(hereinafter referred to as the "Vendor")

of the second part

WHEREAS:

- (a) Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated December 2, 2009, the Vendor was granted protection under the *Companies Creditors' Arrangement Act* (Canada) (the "CCAA"). Deloitte & Touche Inc. was appointed as Monitor (hereafter, the "Monitor") within the CCAA proceeding;
- (b) On February 18, 2010, Brainhunter Inc. changed its name to 1484558 Ontario Inc.;
- (c) By Order of the Court dated February 26, 2010 the Monitor was authorized to dispose of any of the Vendor's property for and in the name of Vendor;
- (d) The Purchaser has offered to purchase 400 issued Class B Shares of Balanced Brain Initiatives Inc. held by the Vendor (the "Purchased Shares") on the terms described herein; and
- (e) By Order of the Court dated August , 2010, the Monitor was authorized to execute this Agreement on behalf of the Vendor.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do covenant and agree as follows:

ARTICLE I
PURCHASE AND SALE OF SHARES

1.1 Purchase and Sale

The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor all of the Company's right, title and interest, if any, in and to the Purchased Shares.

The Purchaser hereby acknowledges to and in favour of the Vendor that it has inspected the Purchased Shares subject to such offer and examined and satisfied itself as to the title thereto and that no representation, warranty, term, condition, understanding or collateral agreement, statutory or otherwise, is expressed or can be implied, with respect to title, merchantability, condition, description, fitness for purpose, country of origin, quality, quantity or any other thing, affecting any of the Purchased Shares or in respect of any other matter or thing whatsoever except as expressly stated herein. The Purchaser acknowledges that any and all conditions, warranties and representations, expressed or implied, pursuant to the *Sale of Goods Act* (Ontario) do not apply to the sale of any of the Purchased Assets and have been waived by the Purchaser. Without limiting the foregoing, the Purchaser acknowledges and agrees that the Purchased Shares are specifically offered on an "as is where is" basis as the Purchased Shares will exist on the Closing Date and no adjustment shall be allowed to either the Vendor or Purchaser for changes in condition or quantities of the Purchased Shares.

It shall be the Purchaser's sole responsibility to obtain, at its own expense, any consents to the transfer and any further documents or assurances which are necessary or desirable in the circumstances to carry out the sale of any of the Purchased Shares to the Purchaser. The Purchaser acknowledges and agrees that the sale, transfer and assignment of the Company's right, title and interest, if any, in and to the Purchased Shares is subject to the terms of any license, patent or any other agreement comprising or relating to the Purchased Assets, including, without limitation, (i) any consents of any licensor or any other party, (ii) any restrictions on disclosure or assignability, and (iii) any provisions relating to confidentiality and rights of first refusal for the benefit of any other party to such license, patent or any other agreement. The Purchaser acknowledges that it will be responsible for making its own arrangements with any licensors of any of the Purchased Shares or other parties required to operate or related to any of the Purchased Shares. The Purchaser acknowledges that the Vendor is not required to inspect or count, or provide any inspection or counting, of the Purchased Shares or any part thereof and the Purchaser shall be deemed, at its own expense, to have relied entirely on its own judgment, inspection and investigation. It shall be the sole responsibility of the Purchaser to obtain, at its own expense, any consents to the transfer of the Purchased Shares and any further documents or assurances which are necessary or desirable in the circumstances. The Vendor shall not be liable for any incorrect description, defect or condition of any of the Purchased Shares, and the Purchaser shall make no claim against the Vendor or any of its directors, officers or employees in connection with the sale of the Purchased Shares to the Purchaser.

1.2 Purchase Price

The Purchase Price for the Purchased Shares is the sum of \$1,000.00.

Except as provided herein, there shall be no adjustment of the Purchase Price. The Purchase Price shall be paid to the Vendor by way of certified cheque drawn on a Canadian chartered bank on the Closing Date.

1.3 Taxes

The Purchaser will on the Closing Date pay to the Vendor all taxes (excluding income taxes) which are payable in connection with the transaction described herein, including federal goods and services tax (5% of the Purchase Price) and Ontario Retail Sales Tax (8% of the Purchase Price). Notwithstanding the foregoing, the Purchaser may provide the Vendor with suitable exemption certificates satisfactory to the Vendor and its counsel indicating the Purchaser's entitlement to an exemption or exemptions from any tax or registration fees, which exemption certificates will be accepted by the Vendor in lieu of the Purchaser's obligations insofar as such tax is concerned.

1.4 Delivery of the Purchased Shares

The Purchased Shares shall be surrendered to the possession of the Purchaser at the offices of the Monitor on the Closing Date.

1.5 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement:

(a) as the accountant for Balanced Brain Initiatives Inc., the Purchaser has ensured that the financial statements presented to the Vendor reflect the true financial position of Balanced Brain Initiatives Inc. and that all approved transactions related solely to the operations of Balanced Brain Initiatives Inc.

(a)(b) the Purchaser has the requisite power and authority to enter into and complete the transaction of purchase and sale contemplated hereby and all necessary action will be taken by the Closing Date to authorize the execution and delivery of this Agreement and all documents contemplated hereby.

The Purchaser's representations and warranties shall survive the completion of this Transaction.

1.6 Capacity of Monitor

The Purchaser acknowledges and agrees that Deloitte & Touche Inc. executes this Agreement solely in its capacity as the Monitor of the Vendor, as appointed and authorized by

the Court and not in its personal capacity and shall not incur personal or corporate liability of any kind whatsoever, in contract, in tort, at equity or otherwise, as a result of executing this Agreement or otherwise pursuant to this Agreement. The Purchaser acknowledges and agrees that the Monitor has no obligations under this Agreement and that the Monitor has not agreed and has no obligation to carry out or perform any of the obligations of the Vendor under this Agreement. No recourse or resort shall be had for any purpose, nor shall any judgment be issued nor any execution or other process be levied against any assets or property of Deloitte & Touche Inc. or any of its affiliates, officers, directors, partners, employees, successors or assigns. The Purchaser agrees to indemnify Deloitte & Touche Inc., both in its capacity as Monitor and in its personal capacity, against all claims, losses and liabilities arising from or connected with this Agreement.

ARTICLE II - NOTICE

2.1 For the purpose of this Agreement, the following shall be the addresses of the parties hereto:

To the Purchaser:

Andrew Wall

Address:

Telephone Number:

Email:

To the Vendor:

1484558 Ontario Inc.

c/o Deloitte & Touche Inc., solely in its capacity as Monitor

181 Bay Street Brookfield Place, Suite 1400

Toronto, Ontario

M5J 2V1

Attention: Paul Casey

Telephone Number: (416) 775-7172

Email: paucasey@deloitte.ca

ARTICLE III – GENERAL PROVISIONS

- 3.1 Time shall be of the essence of this Agreement.
- 3.2 This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.
- 3.3 No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give same and unless otherwise provided, shall be limited to the specific breach so waived.
- 3.4 This Agreement may not be assigned by the Vendor or the Purchaser without the prior written consent of the other.
- 3.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 3.6 This Agreement may be executed in counterparts and/or by facsimile.

IN WITNESS WHEREOF the parties have executed this Agreement at Toronto, Ontario this day of September, 2010

Per: _____
 Witness as to the signature of Andrew Wall ANDREW WALL

1484558 ONTARIO INC., by Deloitte & Touche Inc. solely in its capacity as the Court-Appointed Monitor of 1484558 Ontario Inc., and not in its personal capacity

Per: _____
 Name: Paul Casey
 Title: Senior Vice-President

TAB J

EXHIBIT

" J "

Court File No. 09-8482-00CL

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

APPLICANTS

AFFIDAVIT OF ROBERT BOUGIE
(Sworn August 20, 2010)

I, ROBERT BOUGIE, of the City of Brampton, in the Province of Ontario, MAKE
OATH AND SAY AS FOLLOWS:

1. I am a Chartered Accountant and Chartered Insolvency and Restructuring Professional qualified to practice in the Province of Ontario and am a Senior Vice President with Deloitte & Touche Inc. ("Deloitte"), 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. (the "Companies") and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as Exhibit "A" is a true copy of the invoice dated July 22, 2010 for fees and disbursements incurred by Deloitte in the course of the CCAA administration of the Company between May 2, 2010 and June 30, 2010.


3. To the best of my knowledge, the rates charged by Deloitte throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services.

4. The hourly billing rates outlined in Exhibit "A" to this affidavit are comparable to the hourly rates charged by Deloitte for services rendered in relation to similar proceedings.

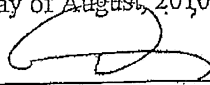
5. I make this affidavit in support of a motion by the Monitor for, *inter alia*, approval of the fees and disbursements of the Monitor.

SWORN BEFORE ME
at the City of Toronto, in the
Province of Ontario this
day of August, 2010.

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)
)



Robert J. Bougie


A commissioner for taking oaths, etc.

Daniel Raphael Welsz, a Commissioner, etc.,
Province of Ontario,
for Deloitte & Touche Inc.,
Trustee in Bankruptcy.
Expires June 5, 2011.

Deloitte & Touche Inc.
 5140 Yonge Street
 Suite 1700
 Toronto ON M2N 6L7
 Canada

Tel: (416) 601-6150
 Fax: (416) 601-6151
 www.deloitte.ca

1484558 Ontario Inc. (formerly Brainhunter Inc.)
 c/o Deloitte & Touche Inc.
 CCAA Monitor
 181 Bay Street, Suite 1400
 Toronto, ON M5J 2V1

Attention: Paul M. Casey
 Senior Vice-President

Date: July 22, 2010
 Invoice No: 2675387
 Client/Mandate No: 905889.1000000
 Partner: Paul Casey

GST Registration No: 133245290

Invoice

Professional services rendered in our capacity as CCAA Monitor of 1484558 Ontario Inc. (formerly Brainhunter Inc.) and the other Applicants (the "Company") pursuant to the Order of the Superior Court of Justice issued February 26, 2010 for the post-closing period from May 4 to June 30, 2010.

Date	Professional	Description
5/4/2010	Casey, Paul M	Review and execute assignment agreements as requested.
5/4/2010	Laiken, Adam RF	Call with Siva regarding a former employee; researching tax basis for the Overseas Employment Tax Credit form.
5/6/2010	Casey, Paul M	Telephone call Moffat regarding various and voicemail to Singh; follow-up open points with Laiken.
5/7/2010	Laiken, Adam RF	Call with Moffat; meeting with Casey; call with Mona Ram at TD, e-mails with Haider.
5/10/2010	Casey, Paul M	Review and execute assignment document; other emails.
5/10/2010	Laiken, Adam RF	Emails with Haider regarding U.K. rejected wire and CRA accounts; call with CRA; message for Revenu Quebec and WSIB Ontario.
5/11/2010	Casey, Paul M	Meeting Laiken regarding open points; review court order and execute Siolink APA; discuss claims against the estate.
5/11/2010	Laiken, Adam RF	Calls with Revenu Quebec, WCB Nova Scotia, e-mails and faxes to Revenu Quebec and CRA; meeting with Paul to discuss status of open items.
5/12/2010	Casey, Paul M	Correspondence from creditor and telephone call with Laiken regarding employee/contract claim.
5/12/2010	Laiken, Adam RF	Call with former employee about the overseas employment tax credit; call with Moffat regarding former employee claim.
5/13/2010	Brown, Rose M	Input and print disbursement cheque; prepare cheques for inter office mail and file back up.
5/14/2010	Casey, Paul M	Meeting with Laiken regarding status and email from Stikeman.
5/17/2010	Laiken, Adam RF	Meeting with Casey for update; e-mail to Moffat regarding FMC bill and relaying response to Siva.
5/19/2010	Laiken, Adam RF	Calls with WSIB Ontario, Revenue Quebec and Haider.

Date	Professional	Description
5/20/2010	Laiken, Adam RF	Calls with Revenu Quebec.
5/25/2010	Laiken, Adam RF	Calls with Revenu Quebec regarding QST account.
5/26/2010	Casey, Paul M	Execute assignments; emails with Laiken; email from counsel.
5/26/2010	Laiken, Adam RF	Calls with TD regarding moving GBP from UK account to trust account.
5/28/2010	Laiken, Adam RF	Messages for CRA and Andrew Wall (regarding Balanced Brain); emails with Sandra Scott; call with Haider; call with Siva.
5/31/2010	Brown, Rose M	Input and print disbursement cheques; prepare cheques for mailing and file back up.
5/31/2010	Casey, Paul M	Executive assignments and courier to Stikeman; discussion with Laiken.
6/2/2010	Laiken, Adam RF	Calls with Siva and Haider regarding items in storage; calls with Mauro regarding the final tax returns; message for CBCS Capital.
6/3/2010	Laiken, Adam RF	Calls with CBCS Capital; e-mails to Sandra Scott regarding statutory remittances and Kim Jacot regarding watercooler lease.
6/4/2010	Casey, Paul M	Execute assignments.
6/4/2010	Laiken, Adam RF	Call with Sandra; reviewing T4 and other stat remittance documentation received.
6/7/2010	Laiken, Adam RF	Reconciling statutory materials to Ceridian reports; calls with Sandra Scott; call with Haider regarding QST.
6/8/2010	Laiken, Adam RF	Calls with Anne McKinnon and Sandra Scott; reviewing the statutory return materials and reconcile to Ceridian reports.
6/9/2010	Laiken, Adam RF	Call with CRA; update e-mail to Paul; call with Sandra Scott; continuing review of T4/RL1/WSIB materials received.
6/14/2010	Casey, Paul M	Telephone call with Moffat and instructions to Laiken regarding Court Report and CCAA extension.
6/14/2010	Laiken, Adam RF	Reviewing documents supporting T4, EHT, RL1 submissions; emails with Sandra Scott; Call with Mauro Rotundi; drafting Monitor's Eighth Report.
6/15/2010	Casey, Paul M	Review memo regarding Balanced Brain Initiatives; meeting with Laiken regarding open points; sign statutory returns and refund requests; review and amend Monitor's Eighth Report.
6/15/2010	Laiken, Adam RF	Updating Monitor's Eighth Report; calls with Sandra Scott and Anne MacKinnon; reviewing WSIB amounts and claims; drafting letters to WSIB organizations.
6/16/2010	Brown, Alison	Input and print disbursement cheques.
6/16/2010	Casey, Paul M	Correspondence with taxing authorities; OCW Laiken.
6/16/2010	Laiken, Adam RF	Calls with Sandra, Anne and Elena to discuss WSIB filings and T4 transfer amounts; preparing and sending WSIB payments.
6/17/2010	Laiken, Adam RF	Call with Elena; reviewing the transfer amounts.
6/18/2010	Casey, Paul M	Meeting with Laiken; execute assignments.
6/19/2010	Laiken, Adam RF	Preparing R&Ds for the Eighth Report for the Escrow and CCAA funds.
6/23/2010	Casey, Paul M	Review, amend and execute Eighth Report of Monitor and Fee Affidavit; multiple calls/emails with Laiken; meeting with Weisz; coordination with TGF.

Date	Professional	Description
6/23/2010	Laiken, Adam RF	Reviewing draft Monitor's report received from counsel; drafting fee affidavit and redacting former employee names from invoice; updating R&Ds to be including in the court report; finalizing court report; updating documents based on QA review.
6/23/2010	Weisz, Daniel	QA Eighth Report to Court, meet with P Casey and A. Laiken (by phone) to discuss comments.
6/24/2010	Corbett, Cecilia	Insolvency channel - post Motion Record June 29 Stay Extension - submit to Marketing for publishing - notify A Laiken when complete.
6/24/2010	Laiken, Adam RF	Writing letters and organizing bundles of statutory returns to be signed by Casey.
6/29/2010	Casey, Paul M	Correspondence with Statutory authorities; email Moffat regarding extension order.
6/30/2010	Casey, Paul M	Print and execute assignments; review issued and entered order.

Summary of Fees

Professional	Position	Hours	Rate	Fees
Casey, Paul	Partner, RS	9.4	\$750.00	7,050.00
Weisz, Daniel	Partner, RS	1.2	750.00	900.00
Laiken, Adam	Manager, RS	44.7	500.00	22,350.00
Brown, Alison	Analyst	0.6	100.00	60.00
Brown, Rose	Administration	0.5	100.00	50.00
Corbett, Cecilia	Administration	0.2	100.00	20.00
Total hours and professional fees		56.6		\$30,430.00
Out of Pocket Expenses				
Administrative charge for communication, couriers, faxes, printing				1,825.80
Total expenses				1,825.80
Total fees and disbursements				\$32,255.80
GST @ 5%				\$1,612.79
Total Amount Due				\$33,868.59

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36 AS AMENDED
AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO 1484558 ONTARIO INC.,
TREK LOGIC INC., 4386396 CANADA INC., 4386370 CANADA INC. AND PROTEC EMPLOYMENT SERVICES LIMITED

Court File No.: 09-8482-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF ROBERT BOUGIE
(*Sworn August 20, 2010*)

ThorntonGrouthFinnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
Canadian Pacific Tower
Toronto-Dominion Centre
Toronto, ON M5K 1K7

Grant B. Moffat (LSUC# 32380L)
Tel: 416-304-0599
Fax: 416-304-1313
E-mail: gmoffat@tgf.ca

Lawyers for Deloitte & Touche Inc.

TAB K

EXHIBIT ⁿ K ⁿ

Court File No. 09-8482-00CL

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

APPLICANTS

AFFIDAVIT OF GRANT MOFFAT
(Sworn August 17, 2010)

I, **GRANT MOFFAT**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a barrister and solicitor qualified to practice law in the Province of Ontario and am a partner with ThorntonGroutFinnigan LLP ("TGF"), lawyers 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 "Companies") and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as Exhibit "A" are true copies of the invoices forwarded to the Monitor by TGF for fees and disbursements incurred by TGF in the course of the within proceeding for the period June 1, 2010 to July 31, 2010.

3. Attached hereto as Exhibit "B" is a schedule summarizing each invoice in Exhibit "A", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

4. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates of each of the solicitors at TGF who acted for the Monitor.


5. To the best of my knowledge, the rates charged by TGF throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

6. The hourly billing rates outlined in Exhibit "C" to this affidavit are comparable to the hourly rates charged by TGF for services rendered in relation to similar proceedings.

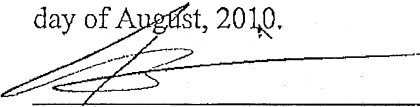
7. I make this affidavit in support of a motion by the Monitor for, *inter alia*, approval of the fees and disbursements of the Monitor's counsel.

SWORN BEFORE ME
at the City of Toronto, in the
Province of Ontario this 17th
day of August, 2010.

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Grant B. Moffat



A commissioner for taking oaths, etc.

Annette Melinda Fournier, a Commissioner, etc.,
City of Toronto, for ThorntonGroatFinnigan LLP,
Barristers and Solicitors.
Expires November 8, 2010.

EXHIBIT ^{in Aⁿ}

Court File No. 09-8482-00CL

**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., TrekLogic Inc., Brainhunter Canada Inc., Brainhunter (Ottawa) Inc. and Protec Employment Services Limited

Applicants

**ELEVENTH BILL OF COSTS OF THE SOLICITORS TO THE
COURT-APPOINTED MONITOR**

For the period ending June 30, 2010

Jun-01-10	Review and revise Procom consent; telephone call with J. Brown;	0.20	GBM
Jun-02-10	Review and execute consent to dismissal of Procom litigation; review correspondence regarding employee claim;	0.30	GBM
Jun-11-10	Telephone call with D. Langley regarding vacation pay claim; review correspondence regarding same;	0.40	GBM
Jun-14-10	Telephone call with P. Casey regarding stay extension; review correspondence regarding outstanding issues; telephone call with L. Pillon regarding same and employee claim;	0.90	GBM
	Telephone call to court for availability, prepare and submit 9:30 Request Form, start preparing Fee Affidavit;	0.50	AF
Jun-15-10	Review and revise draft Eighth Report; review Seventh Report regarding same; review expansion of powers order regarding same;	1.00	GBM
	Finalize fee affidavit of G. Moffat and exhibits thereto;	0.50	AF
Jun-16-10	Review fee affidavit;	0.20	GBM
	Revise Eighth Report;	0.40	GBM
Jun-21-10	Review correspondence regarding employee claims;	0.20	GBM
	Draft Notice of Motion;	0.30	AF
Jun-22-10	Telephone call with P. Casey regarding Eighth Report; revise same;	0.40	GBM

Jun-23-10	Revise Eighth Report; draft Order; revise notice of motion;	0.80	GBM
	Finalize Notice of Motion, draft Order and Eighth Report, prepare Motion Record;	1.50	AF
Jun-24-10	Finalize Motion Record for service and filing, prepare Affidavit of Service, memo to court agent, e-mail Motion Record to client for posting to website;	1.50	AF
Jun-28-10	Review correspondence from D. Langley; review statement of claim and arbitrator decision regarding unpaid vacation pay;	0.50	GBM
	Review Eighth Report and motion record, prepare submissions;	0.60	GBM
Jun-29-10	Attend Eighth Report motion; correspondence to P. Casey; take out order;	2.50	GBM
	Circulate order to service list, e-mail same to client for posting to website;	0.10	AF

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Grant B. Moffat	8.40	\$650.00	5,460.00	
Annette Fournier (Law Clerk)	4.40	\$250.00	1,100.00	
TOTAL FEE HEREIN			\$6,560.00	
GST on Fees			\$328.00	
Total Fees and GST				\$6,888.00

Disbursements:

Couriers	\$9.00	
Facsimiles	\$2.00	
Photocopies	\$68.25	
File Motion Record*	\$127.00	
Total Taxable Disbursements	\$79.25	
GST on Disbursements	\$3.96	
Total Non-Taxable Disbursements	\$127.00	
Total Disbursements and GST		\$210.21
Total Fees, Disbursements & GST		\$7,098.21

OUR ACCOUNT HEREIN **\$7,098.21**

ThortonGroutFinnigan LLP

Per: Grant B. Moffat

GST No. 87042 1039RT
 Matter No. 533-026
 Invoice No. 22924
 Date: Jul 09/10

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**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., TrekLogic Inc., Brainhunter Canada Inc., Brainhunter (Ottawa) Inc. and Protec Employment Services Limited

Applicants

**TWELFTH BILL OF COSTS OF THE SOLICITORS TO THE
COURT-APPOINTED MONITOR**

For the period ending July 31, 2010

Jul-07-10	Telephone call with solicitor for Crystalline Data regarding appeal of judgment;	0.20	GBM
Jul-08-10	Telephone call with D. Langley regarding employee claim; review arbitrator reasons; forward statement of claim to D. Langley;	0.30	GBM
Jul-22-10	Review correspondence with arbitrator regarding employee vacation pay claim; correspondence from J. Bunting;	0.30	GBM
	Review correspondence regarding criminal proceeding; review vesting order regarding same; correspondence with P. Casey regarding same;	0.60	GBM
Jul-28-10	Review memo regarding vacation pay entitlement; review caselaw regarding same;	0.50	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Grant B. Moffat	1.90	\$650.00	1,235.00	
TOTAL FEE HEREIN			\$1,235.00	
HST on Fees			<u>\$160.55</u>	
Total Fees and HST				\$1,395.55

<u>Disbursements:</u>	
Filed Motion Record	\$47.00
Total Taxable Disbursements	\$47.00
HST on Disbursements	\$6.11
Total Non-Taxable Disbursements	<u>\$0.00</u>
Total Disbursements and HST	<u>\$53.11</u>
Total Fees, Disbursements & HST	\$1,448.66
OUR ACCOUNT HEREIN	<u>\$1,448.66</u>

ThortonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 533-026
 Invoice No. 23056
 Date: Aug 09/10

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

EXHIBIT "B"

Calculation of Average Hourly Billing Rates of
ThorntonGroutFinnigan LLP
for the period June 1, 2010 to July 31, 2010

Invoice No.	Fees	Disbursements	GST/HST	Hours	Average Rate	Total
22924	\$ 6,560.00	\$ 206.25	\$ 331.96	12.8	\$512.50	\$ 7,098.21
23056	1,235.00	47.00	166.66	1.9	650.00	1,448.66
Totals:	\$7,795.00	\$ 253.25	\$ 498.62			<u>\$8,546.87</u>

EXHIBIT "C"

Billing Rates of ThorntonGroutFinnigan LLP

For the period June 1, 2010 to July 31, 2010

	<u>Rate</u>	<u>Year of Call</u>
Grant B. Moffat	\$650	1991
Annette Fournier	\$250	Law Clerk

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36 AS AMENDED
AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO 1484558 ONTARIO INC.,
TREKLOGIC INC., 4386396 CANADA INC., 4386370 CANADA INC. AND PROTEC EMPLOYMENT SERVICES LIMITED

Court File No.: 09-8482-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF GRANT MOFFAT

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Barristers and Solicitors
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Toronto, ON M5K 1K7

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Lawyers for Deloitte & Touche Inc.

TAB L

EXHIBIT

Deloitte & Touche Inc., CCAA Monitor of Brainhunter Inc. - CCAA Fund
Statement of Receipts and Disbursements
For the period from June 19, 2010 to August 23, 2010 (UNAUDITED, SEE NOTE 1)
(In \$CAD)

	<u>June 19 - August 19</u>	<u>Cumulative (Feb 18 - Aug 19)</u>	<u>Notes</u>
Receipts			
Funding from Zylog	-	250,000	
Other receipts	10	20,896	2
Total Receipts	<u>10</u>	<u>270,896</u>	
Disbursements			
Professional Fees	47,948	181,546	3
Total Disbursements	<u>47,948</u>	<u>181,546</u>	
Net Cash Flow	(47,938)	89,350	
Opening Balance	137,288	-	
Ending Balance	<u>89,350</u>	<u>89,350</u>	

Notes

- 1 Notice to Reader: Deloitte & Touche Inc., solely in its capacity as CCAA Monitor of Brainhunter and the other Applicants, has compiled this information. The Monitor has not performed an audit or review of this information and accordingly, the Monitor expresses no opinion or assurance thereon.
- 2 The \$10 represents the consideration for the conveyance of Siolink Solutions Inc. shares owned by the Company to Stanley Yu.
- 3 This amount represents professional fees billed by Deloitte & Touche Inc., as Monitor, and ThorntonGroutFinnigan LLP, as counsel to the Monitor.

TAB M

EXHIBIT ^u M ^u

Deloitte & Touche Inc., CCAA Monitor of Brainhunter Inc. - Escrow Fund
Statement of Receipts and Disbursements
For the period from June 19, 2010 to August 23, 2010 (UNAUDITED, SEE NOTE 1)
(In \$CAD)

	<u>June 19 - August 19</u>	<u>Cumulative (Feb 18 - Aug 19)</u>	<u>Notes</u>
Receipts			
Funding from Zylog	-	225,000	
Other receipts	-	79,767	
Total Receipts	<u>-</u>	<u>304,767</u>	
Disbursements			
GST	-	31,745	3
QST	-	1,267	3
Workplace/employee insurance	-	26,919	3
Ontario Employer Health Tax	299	9,005	2, 3
Refund of retainer to Zylog	-	79,767	
Total Disbursements	<u>299</u>	<u>148,704</u>	
Net Cash Flow	(299)	156,063	
Opening Balance	156,362	-	
Ending Balance	<u>156,063</u>	<u>156,063</u>	

Notes

- 1 Notice to Reader: Deloitte & Touche Inc., solely in its capacity as CCAA Monitor of Brainhunter and the other Applicants, has compiled this information. The Monitor has not performed an audit or review of this information and accordingly, the Monitor expresses no opinion or assurance thereon.
- 2 An assessment was received from the Ontario Minister of Finance with respect to the Brainhunter Canada Inc. EHT account.
- 3 The Monitor is awaiting final audits by the various government authorities prior to the closing of these accounts, which may result in additional liabilities having to be paid.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36 AS AMENDED
AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO 1484558 ONTARIO INC.,
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NINTH REPORT OF THE MONITOR
DATED AUGUST 20, 2010

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