

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE MADAM ) FRIDAY THE 26<sup>th</sup> DAY  
)  
JUSTICE KARAKATSANIS ) OF FEBRUARY, 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 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**") for the relief set out in the Notice of Motion dated February 23, 2010 was heard this day at 330 University Avenue, Toronto, Ontario.

**UPON READING** the Sixth Report of the Monitor dated February 23, 2010 (the "Report"), and upon hearing the submissions from the Monitor's counsel, and counsel for Zylog Systems (Canada) Ltd. and Zylog Systems (India) Limited, no one else appearing although service was properly made upon the Service List:

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 the Report and the activities of the Monitor as more particularly described in the Report are hereby ratified and approved.

3. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meanings ascribed thereto in the Report.

4. **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 where the Monitor considers it necessary or desirable:

- (a) Prepare the Applicants' February 2010 statutory returns and employee-related remittances for the period prior to the Closing Date under the Zylog APA;
- (b) Prepare the T4 statements and records of employment for the Applicants' former employees;
- (c) Complete any remaining assignments of the Applicants' insurance policies;
- (d) Prepare the 2009 income tax returns for each of the Applicants;
- (e) Return or dispose of any remaining Property of the Applicants not purchased by Zylog;
- (f) Discontinue the monthly retainer by the Applicants of Breakwall Financial Corp. as Chief Restructuring Advisor of the Applicants in accordance with the Breakwall Agreement; and
- (g) Take any other steps deemed necessary by the Monitor to complete the administration of the estates of the Applicants within this proceeding,

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.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Monitor of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Monitor or permit the Monitor to make, retain and take away copies thereof and grant to the Monitor access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Monitor due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Monitor for the purpose of allowing the Monitor to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Monitor in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Monitor. Further, for the purposes of this paragraph, all Persons shall provide the Monitor with all such assistance in gaining immediate access to the information in the Records as the Monitor may in its discretion require including providing the Monitor with instructions on the use of any computer or other system and providing the Monitor with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **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 and the Monitor shall not be deemed to be in possession and/or control of the Property or any part thereof.

8. **THIS COURT ORDERS AND DECLARES** that, prior to the date of this Order, each of the employees of the Applicants was terminated by the Applicants. Nothing in this Order shall cause the Monitor to be responsible for any employee-related liabilities or duties, including without limitation, wages, severance pay, termination pay, vacation pay or pension or benefit amounts.

9. **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.

10. **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.

#### **Discharge of Charges**

11. **THIS COURT ORDERS** that each of the KERP Charge, the DIP Charge, the Existing TD Security Charge, the Contractors' Charge and the Noteholder's Advisor Charge (each as defined in the Amended and Restated Initial Order) is hereby released and discharged.

#### **Stay Period**

12. **THIS COURT ORDERS** that the Stay Period as defined in paragraph 14 of the Initial Order, be extended to and including April 30, 2010.

13. **THIS COURT ORDERS** that the costs of the Monitor in preparation of this motion and of these proceedings, up to and including the hearing of this motion and the entry of this Order (including applicable goods and services tax), be paid to the Monitor from the estate herein, *subject to taxation of such accounts by the Court.* *JK*

14. *JK* **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Monitor and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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 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.

*J Karalatsos*

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

FEB 26 2010

PER / PAR: TV

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

**ORDER**

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Court File No.: 09-8482-00CL

26 FEB 2010

Feb 26, 2010.

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SUPERIOR COURT OF JUSTICE,  
(COMMERCIAL LIST)

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MOTION RECORD  
(Returnable February 26, 2010)

Grant Moffat for Monitor  
E. Pillon for Tylog Systems, purchaser.

The purchaser is unopposed to the  
Order sought with the following  
proviso.

Order to go as signed by me,  
without prejudice to Purchaser's  
ongoing ability to review + seek  
relief in respect of Exhibit J to  
the Monitor's Sixth Report, should  
the purchaser intend to seek any  
relief regarding Exhibit J it shall  
advise the Monitor on or before March 5, 2010.

*K Karabatsos*

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