

# EXHIBIT F

**EXHIBIT " F "**

Court File No. 09-8482-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE MR. ) MONDAY THE 29<sup>th</sup> DAY  
)  
JUSTICE WILTON-SIEGEL ) 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 Attorney General of Canada on behalf of 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 <sup>do not oppose</sup> ~~consent~~ to the form of order being sought, WHS

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.

G. Mon-H.T.

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

MAR 29 2010

PER / PAR: JV

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

Court File No: 09-8482-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER**

**STIKEMAN ELLIOTT LLP**  
Barristers & Solicitors  
5300 Commerce Court West  
199 Bay Street  
Toronto, Canada M5L 1B9

Elizabeth Pillon LSUC#: 35638M  
Tel: (416) 869-5623  
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Fax: (416) 947-0866

Lawyers for the Purchaser

# **EXHIBIT G**

# EXHIBIT "G"



Ontario  
Securities  
Commission

Commission des  
valeurs mobilières  
de l'Ontario

P.O. Box 55, 19<sup>th</sup> Floor  
20 Queen Street West  
Toronto ON M5H 3S8

CP 55, 19<sup>e</sup> étage  
20, rue queen ouest  
Toronto ON M5H 3S8

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**IN THE MATTER OF THE SECURITIES ACT,  
R.S.O. 1990, CHAPTER S.5, AS AMENDED (THE "ACT")**

**AND**

**IN THE MATTER OF  
BRAINHUNTER INC.**

**ORDER**  
**(Paragraphs 127(1)2)**

**WHEREAS** on March 16, 2010,

**BRAINHUNTER INC.** (the "Reporting Issuer")

and its transfer agent were notified that the Director made an order under paragraph 2 of subsection 127(1) and subsection 127(5) of the Act on the 16<sup>th</sup> day of March, 2010 that all trading in the securities of the Reporting Issuer, whether direct or indirect, cease immediately for a period of fifteen days from the date of the order (the "Temporary Order");

**AND WHEREAS** the Temporary Order was made because the Reporting Issuer failed to file the following continuous disclosure materials as required by Ontario securities law (collectively, the "Default"):

- a) audited annual financial statements and related management's discussion and analysis for the period ending September 30, 2009;
- b) annual information form for the year ended September 30, 2009;
- c) interim financial statements and related management's discussion and analysis for the three-month interim period ending December 31, 2009; and
- d) certification of the foregoing filings as required by National Instrument 52-109 *Certification of Disclosure in Issuers' Annual and Interim Filings*.

**AND WHEREAS** the Reporting Issuer and its transfer agent were notified that a hearing (the "Hearing") would be held to determine if it would be in the public interest to make an order under paragraph 2 of subsection 127(1) of the Act that all trading in the securities of the Reporting Issuer, whether direct or indirect, cease permanently or for such period as is specified in the order;

**AND WHEREAS** the Reporting Issuer was notified that if it intended to attend at the Hearing, the Reporting Issuer was requested to notify the Director of its intention to attend in writing, in which case the Hearing would be held before the Commission;

**AND WHEREAS** the Reporting Issuer was further notified that if it failed to notify the Director of its intention to be present at the Hearing, then the Hearing would be held before the Director without the Reporting Issuer present;

**AND WHEREAS** the Reporting Issuer having failed to notify the Director of its intention to attend at the Hearing, the Hearing was held before the Director on the 29<sup>th</sup> day of March, 2010;

**AND UPON** no one appearing at the Hearing on behalf of the Reporting Issuer;

**AND UPON** hearing the evidence of staff of the Ontario Securities Commission and the Director being satisfied that the Default continues;

**IT IS ORDERED** pursuant to paragraph 2 of subsection 127(1) of the Act that, effective immediately, all trading in the securities of the Reporting Issuer, whether direct or indirect, shall cease until further order by the Director.

**DATED** at Toronto this 29<sup>th</sup> day of March, 2010.

Ontario Securities Commission

*"Lisa Enright"*

---

Lisa Enright  
Manager, Corporate Finance Branch



Ontario  
Securities  
Commission

Commission des  
valeurs mobilières  
de l'Ontario

P.O. Box 55, 19<sup>th</sup> Floor  
20 Queen Street West  
Toronto ON M5H 3S8

CP 55, 19<sup>e</sup> étage  
20, rue queen ouest  
Toronto ON M5H 3S8

---

**IN THE MATTER OF THE SECURITIES ACT,  
R.S.O. 1990, CHAPTER S.5, AS AMENDED (THE "ACT")**

**AND**

**IN THE MATTER OF**

**BRAINHUNTER INC.**

**NOTICE OF ORDER**  
**(Paragraphs 127(1)2)**

**TAKE NOTICE** that the Director made an order under paragraph 2 of subsection 127(1) of the Act that all trading in the securities of

**BRAINHUNTER INC.**

whether direct or indirect, cease until the order is revoked by the Director.

**DATED** at Toronto this 29<sup>th</sup> day of March, 2010.

Ontario Securities Commission

*"Lisa Enright"*

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Lisa Enright  
Manager, Corporate Finance Branch

TO: Brainhunter Inc.  
c/o ThorntonGroutFinnigan LLP  
Barristers and Solicitors  
Attn: Grant B. Moffat  
Suite 3200 Canadian Pacific Tower  
100 Wellington Street West  
Toronto, Ontario  
M5K 1K7

CC: Computershare Trust Company of Canada

# **EXHIBIT H**

# EXHIBIT "H"

## Brainhunter Inc. - Escrow Fund

### Statement of Receipts and Disbursements

For the period between February 18, 2010 and April 23, 2010 (UNAUDITED, SEE NOTE 1)

	<u>(In \$CAD)</u>	<u>Notes</u>
<b>Receipts</b>		
Funding from Zylog	225,000	2
Other receipts	79,767	3
<b>Total Receipts</b>	<u>304,767</u>	
<b>Disbursements</b>		
GST remitted	31,745	4
QST remitted	1,267	4
Workplace/employee insurance remitted	26,022	4
Other	79,767	3
<b>Total Disbursements</b>	<u>138,801</u>	
<b>Net Cash Flow</b>	<u>165,966</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, we express no opinion or assurance thereon.
- 2 Represents amounts put in trust on closing for the purposes of paying remaining statutory priority amounts, as required by the APA. Any excess amount will be returned to Zylog System (Canada) Inc.
- 3 The \$79,767 represents the balance of the Davies Ward Phillips LLP retainer returned to the Monitor. The Monitor immediately remitted these funds to Zylog Systems (Canada) Ltd.
- 4 Statutory returns have been submitted for the GST and QST accounts, as well as the WSIB/WCB accounts in Ontario and Nova Scotia. The Monitor is awaiting the finalization of the employee T4 returns by Ceridian to complete the WCB accounts for other provinces. The Monitor is also awaiting final audits by the various government entities prior to the closing of these accounts, which may result in additional liabilities.

# **EXHIBIT I**

# EXHIBIT " I "

## BILL OF SALE

THIS AGREEMENT made the      day of April, 2010

**B E T W E E N:**

**STANLEY YU**

(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 62,500 issued Class B Shares of Siolink Solutions Inc. held by the Vendor (the "**Purchased Shares**") on the terms described herein; and
- (e) By Order of the Court dated April 29, 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 \$10.00 plus all applicable federal and provincial sales taxes eligible in connection with this Agreement which shall be paid by the Purchaser as provided in Section 1.3.

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 cash or 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 (6% 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) 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:

Stanley Yu

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](mailto: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

