

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)	MONDAY, THE 5 TH
)	
JUSTICE PENNY)	DAY OF JUNE, 2023

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985, c. B-3, AS AMENDED OF DECISIONONE
CORPORATION, A CORPORATION FORMED UNDER THE
LAWS OF NEW BRUNSWICK

ORDER

(Sale Procedures and Stalking Horse Approval and Vesting Order)

THIS MOTION, made by DecisionOne Corporation (“**D1 Canada**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) for an order, among other things, (i) approving and accepting, for the purpose of conducting a “stalking horse” solicitation process, the sale procedures substantially in the form attached as Schedule “A” hereto (the “**Sale Procedures**”); (ii) authorizing and approving the execution of the Asset Purchase Agreement dated May 22, 2023 (the “**Stalking Horse Agreement**”) between D1 Canada and STC Lender LP (the “**Purchaser**”); and (iii) subject to the conditions of this Order, approving the transaction contemplated in the Stalking Horse Agreement, including the satisfaction of the Purchase Price (as defined in the Stalking Horse Agreement) as set out in section 4.4 of the Stalking Horse Agreement (the “**Transaction**”) and vesting the Purchased Assets (defined in the Stalking Horse Agreement) in the Purchaser, was heard this day by way of judicial conference via Zoom at Toronto, Ontario in accordance with the changes to the operations of the Commercial List.

ON READING the affidavit of Jeffrey Varsalone sworn May 23, 2023 and the Exhibits thereto (the “**Varsalone Affidavit**”), and on hearing the submissions of counsel for D1 Canada, the Purchaser and those other parties present, no one appearing for any other person although duly served as appears from the affidavits of service of Katie Parent sworn May 24, 2023 and June 2, 2023 and on reading the first report dated June 1, 2023 (the “**First Report**”) of KPMG Inc., in its capacity as Proposal Trustee (the “**Proposal Trustee**”),

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion, the Motion Record and the First Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

SALE PROCEDURES

2. THIS COURT ORDERS AND DECLARES that (subject to any amendments thereto that may be made in accordance therewith) the Sale Procedures, including the “stalking horse” solicitation process set out therein, are hereby approved and accepted.

3. THIS COURT ORDERS that the Proposal Trustee, in consultation with D1 Canada and its advisors, is hereby authorized and directed to implement the Sale Procedures pursuant to the terms thereof and D1 Canada and the Proposal Trustee are authorized to take all steps and do all things reasonably necessary to implement the Sale Procedures.

4. THIS COURT ORDERS that each of D1 Canada and the Proposal Trustee, and their respective affiliates, officers, directors, partners, employees, advisors, and agents shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of the Sale Procedures, except to the extent of such losses, claims, damages or liabilities resulting from the gross negligence or willful misconduct of D1 Canada or the Proposal Trustee, as applicable, as determined by this Court.

STALKING HORSE AGREEMENT

5. THIS COURT ORDERS that, subject to paragraph 11 below, the Stalking Horse Agreement including the purchase by the Stalking Horse Purchaser and the Transaction are hereby approved, and the execution of the Stalking Horse Agreement by D1 Canada is hereby authorized and approved, with such minor amendments as D1 Canada and the Purchaser, with

the consent of the Proposal Trustee, may deem necessary. Subject to paragraph 11 below, D1 Canada is hereby authorized to perform its obligations under the Stalking Horse Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

6. THIS COURT ORDERS AND DECLARES that upon the delivery of the Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Trustee's Certificate**"), all of D1 Canada's right, title and interest in and to the Purchased Assets described in the Stalking Horse Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing, all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances (as defined in the Stalking Horse Agreement) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

7. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds, if any, from the sale of the Purchased Assets under the Stalking Horse Agreement shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds, if any, from the sale of the Purchased Assets under the Stalking Horse Agreement with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. THIS COURT ORDERS AND DIRECTS the Proposal Trustee to deliver the Trustee's Certificate to the Purchaser promptly after the conditions set out in the Trustee's Certificate are met and to file a copy of the Trustee's Certificate with the court forthwith thereafter.

9. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of D1 Canada and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of D1 Canada;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of D1 Canada and shall not be void or voidable by creditors of D1 Canada, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. THIS COURT DECLARES that the Purchaser is a party to these proceedings.

11. THIS COURT ORDERS that paragraph 5 through 9 of this Order (except the authorization and approval of D1 Canada's execution of the Stalking Horse Agreement, which is effective immediately) shall become binding and effective, without need for any further or other steps or orders, on the Bid Deadline (as defined in the Sale Procedures) if no Qualified Bid (as defined in the Sale Procedures) other than the Stalking Horse Agreement has been received by the Proposal Trustee on or prior to the Bid Deadline thereby causing the Stalking Horse Agreement to become the Successful Bid (as defined in the Sale Procedures). If the Stalking Horse Agreement does not become the Successful Bid at the Bid Deadline pursuant to the Sale Procedures then paragraphs 5 through 9 shall have no further effect and any other Successful Bid in accordance with the Sale Procedures shall be subject to further approval of the Court upon a motion to be served and filed at such time as any such transaction is entered into in accordance with the Sale Procedures.

12. THIS COURT ORDERS that pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, D1 Canada and the Proposal Trustee are authorized and permitted to: (a) disclose personal information of identifiable individuals to prospective purchasers, investors, financiers or bidders and to their advisors, but only to the

extent desirable or required to carry out the Sale Procedures and to negotiate and attempt to complete a transaction for some or all of the assets of D1 Canada. Each prospective purchaser, investor or bidder (and their respective advisors) to whom any such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information solely to its evaluation of a transaction for some or all of the assets of D1 Canada, and if it does not complete such a transaction, shall either (i) return all such information to D1 Canada, or (ii) in the alternative destroy all such information or, in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. A purchaser of any of D1 Canada's assets shall be entitled to continue to use the personal information provided to it, and related to such assets, in a manner that is in all material respects identical to the prior use of such information by D1 Canada, and shall return all other personal information to D1 Canada, or ensure that all other personal information is destroyed; and (b) if the Purchaser is the Successful Bidder (as defined in the Sale Procedures), disclose and transfer to the Purchaser all human resources and payroll information in D1 Canada's records pertaining to D1 Canada's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by D1 Canada.

PAYMENTS BY D1 CANADA

13. THIS COURT ORDERS D1 Canada shall be entitled but not required to pay the following expenses whether incurred prior to or after the filing by D1 Canada of its Notice of Intention pursuant to Section 50.4(1) of the BIA, provided that in the case of (a) and (b) below such payments are in accordance with the cash flow forecast dated May 31, 2023 shared with the Stalking Horse Purchaser or as otherwise agreed in advance with the Stalking Horse Purchaser in writing:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of the Proposal Trustee or any advisors and legal counsel retained or employed by D1 Canada or the Proposal Trustee in respect of these proceedings, at their standard rates and charges; and

- (c) amounts not otherwise listed in this paragraph 13 up to an aggregate total of \$100,000 if, in the opinion of D1 Canada and the Proposal Trustee, the payment is critical to the business and operations of D1 Canada.

PROPOSAL TRUSTEE'S REPORT

14. THIS COURT ORDERS that the First Report and the activities of the Proposal Trustee described therein, shall be and are hereby approved, provided, however, that only the Proposal Trustee in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize such approval in any way.

EXTENSION OF TIME

15. THIS COURT ORDERS that the time within which D1 Canada is to make a proposal pursuant to section 62(1) of the BIA, and the corresponding stay of proceedings provided for in section 69 of the BIA, are hereby extended in accordance with section 50.4(9) of the BIA to and including July 19, 2023.

GENERAL

16. THIS COURT ORDERS that D1 Canada and the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder and under the Sale Procedures.

17. 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 D1 Canada and the Proposal Trustee and their respective 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 D1 Canada and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Proposal Trustee and D1 Canada and their respective agents in carrying out the terms of this Order.

18. THIS COURT ORDERS that each of D1 Canada and the Proposal Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or

administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.



Ray J.

Schedule "A"

SALE PROCEDURES

Set forth below are the sale procedures (the "**Sale Procedures**") to be implemented with respect to a sale (the "**Sale**") of the business or assets of DecisionOne Corporation, a corporation formed under the laws of New Brunswick (the "**Vendor**") pursuant to a court approved stalking horse solicitation process in the proceedings of the Vendor under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") before the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

The Vendor will seek an Order from the Court (the "**Sale Procedures and Stalking Horse Approval and Vesting Order**"): (i) approving and accepting, for the purpose of conducting a "stalking horse" solicitation process (the "**Sale Process**"), these Sale Procedures; (ii) authorizing and approving the execution of the Asset Purchase Agreement dated May 22, 2023 (the "**Stalking Horse Agreement**") between the Vendor and STC Lender LP (the "**Stalking Horse Bidder**"); and (iii) approving the transaction contemplated in the Stalking Horse Agreement and vesting the Purchased Assets (as defined in the Stalking Horse Agreement) in the Stalking Horse Bidder if no other Qualified Bid (as defined below) is identified through this Sale Process on or before the Bid Deadline (as defined below).

Key Dates

May 23, 2023	Delivery of Teasers and Sales Packages
May 23, 2023	Confidential Data-Site to be established
June 20, 2023	Bid Deadline for Binding Bids

Assets to Be Sold

The Vendor is offering for Sale all of the Vendor's right, title and interest in and to all of the Vendors' assets or business (the "**Vendors' Assets**"). KPMG Inc., in its capacity as Proposal Trustee of the Vendor (the "**Proposal Trustee**"), will be responsible for conducting the solicitation process on behalf of the Vendor.

The Vendor has entered into the Stalking Horse Agreement with the Stalking Horse Bidder. In this Sale Process, the Proposal Trustee is soliciting superior offers to the Stalking Horse Agreement in respect of the Vendor's Assets as determined in accordance with the criteria set out herein.

Solicitation of Interest

As soon as reasonably practicable before or after the granting of the Sale Procedures and Stalking Horse Approval and Vesting Order, but in any event no more than three business days thereafter, the Proposal Trustee, in consultation with the Vendor, will:

- a) prepare a form of non-disclosure agreement acceptable to the Vendor (the "**NDA**") to be executed by interested parties;

- b) prepare a list of potential bidders, including the parties that have previously approached the Vendor indicating an interest in the Vendor's assets (the "**Known Potential Bidders**") through prior marketing and solicitation efforts;
- c) prepare a process summary (the "**Teaser**") describing the opportunity and inviting recipients to participate in the Bidding Process (together with the NDA, the "**Sales Package**"); and
- d) cause the Sales Package to be delivered to the Known Potential Bidders and to any other party who requests a copy of the Sales Package or who is identified to the Vendor or the Proposal Trustee as a potential bidder.

All substantive communications related to bids, the Sale or any transaction related to the Vendor shall be conducted exclusively through the Proposal Trustee. Communications between and amongst potential bidders is expressly prohibited unless the Proposal Trustee, in consultation with the Vendor, expressly consents in writing to such communications.

The Bidding Process

The Proposal Trustee, with the assistance of the Vendor, shall be responsible for the marketing and sale of the Vendor's business and assets pursuant to this Sale Process. The Proposal Trustee shall have the right to adopt such other rules for the Sale Process (including rules that may depart from those set forth herein) that in its reasonable business judgment will better promote the goals of the Sale Process; provided that the adoption of any rule or other modification or waiver that materially delays the completion of these Sale Procedures beyond July 19, 2023 shall require the prior consent of the Stalking Horse Bidder or an order of the Court.

Participation Requirements

A "**Qualified Bidder**" is a bidder who, by the Bid Deadline (defined below) submits a binding bid substantially in the form of the Stalking Horse Agreement that provides for cash consideration distributable to creditors of the Vendor in accordance with their respective priorities of at least US \$3,150,000 (the "**Base Purchase Price**") (being the amount of the Purchase Price under the Stalking Horse Agreement, plus US \$150,000 in cash), plus assumption of assumed liabilities equal to the value of the Assumed Liabilities and exclusion of assets equal to the value of the Excluded Assets or an equivalent additional cash value, and includes the Required Bid Terms and Materials (as defined below) (a "**Qualified Bid**"). Notwithstanding anything else in these Sale Procedures, the transaction set out in the Stalking Horse Agreement (the "**Stalking Horse Bid**") shall be and shall be deemed to be a Qualified Bid and the Stalking Horse Bidder a Qualified Bidder for all purposes and at all times in connection with these Sale Procedures and the Stalking Horse Bidder is not required to take any steps or submit any further documentation or information by the Bid Deadline and it is understood and accepted that the Stalking Horse Bid (including any modifications thereto in an Auction) is or includes a credit bid.

Bid Deadline

A Qualified Bidder that desires to make a bid shall deliver written copies of a binding bid that includes the Required Bid Terms and Materials (as defined below) to the Proposal Trustee no later than 5:00 p.m. (prevailing Eastern time) on June 20, 2023 (the "**Bid Deadline**"). The Proposal Trustee shall forthwith provide copies of any bids received to the Vendor.

Bid Requirements

All Qualified Bids must include the following (collectively, the “**Required Bid Terms and Materials**”):

- (a) proposed purchase price in cash consideration distributable to creditors of the Vendor in accordance with their respective priorities at least equal to the Base Purchase Price;
- (b) a description of any non-cash consideration including details of any liabilities (including operating liabilities) to be assumed by the bid;
- (c) a description of the property, contracts and assets that are subject to the transaction;
- (d) a description of all excluded: (a) property, contracts or assets; and (b) liabilities;
- (e) no conditions other than court approval, including no conditions regarding financing, or the outcome or review of any due diligence;
- (f) any other terms or conditions of the bid that the bidder believes are material to the transaction;
- (g) a provision stating that the Qualified Bid is irrevocably open for acceptance until the earlier of (i) the closing of a Sale approved by the Court; and (ii) July 19, 2023, (the “**Bid Expiration**”);
- (h) reasonable certainty of completion no later than July 19, 2023;
- (i) a description of the identity of the bidder together with (i) full disclosure of any entities and/or individuals that control the bidder and/or the beneficial owner (if any) with the power, directly or indirectly, to cause the direction of the management and policies of the bidder; and (ii) evidence of authorization from such bidder’s board of directors (or comparable governing body acceptable to the Proposal Trustee and the Vendor) with respect to the submission of the bid and the consummation of the transaction contemplated by the bid;
- (j) an executed copy of a binding Sale agreement and a redline of the bidder's proposed purchase agreement reflecting variations from the Stalking Horse Bid (the “**Marked Agreement**”).
- (k) a cash deposit in the amount of not less than ten percent of the purchase price offered by such bid, in the form of a wire transfer, certified cheque or such other form acceptable to the Proposal Trustee (the “**Bid Deposit**”), which shall be held in the trust account of the Proposal Trustee's solicitors (the “**Escrow Account**”). Funds shall be disbursed from the Escrow Account only as follows: (i) if the Qualified Bidder is the Successful Bidder (as defined below), its Bid Deposit will be applied without interest on Closing to the purchase price payable by it under its bid on the closing thereof; and (ii) if the Qualified Bidder is not the Successful Bidder, then its Bid Deposit shall be returned without interest to it forthwith following the Bid Expiration.
- (l) evidence of sufficient funding commitments or other financial capability to consummate the proposed transaction.

The Proposal Trustee shall review: (a) all bids and determine whether such bids are Qualified Bids; and (b) shall recommend to the Vendor which Qualified Bid is the best offer. The Proposal Trustee, in consultation with and approval of the Vendor, may waive strict compliance with any one or more of the requirements specified above other than the requirement in (a) and deem such non-compliant bids to be a Qualified Bid.

“As Is, Where Is”

The Sale shall be on an “as is, where is” basis and without surviving representations, warranties, or guarantees, express, implied or statutory, written or oral, of any kind, nature, or description by the Proposal Trustee or the Vendor or their agents, representatives, partners or employees, or any of the other parties participating in the sales process pursuant to these Bid Procedures, except as may otherwise be provided in a definitive agreement with the Vendor. By submitting a bid, each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Vendor’s assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/ or inspection of any documents and/ or the Vendor’s assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guarantees, express, implied, statutory or otherwise, regarding the Vendor’s assets or liabilities, the financial performance of the Vendor’s business or the physical condition or location of the Vendor’s assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Sale Procedures or as set forth in a definitive agreement with the Vendor.

Process to Determine Successful Bid

If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Proposal Trustee on or before the Bid Deadline, the Proposal Trustee may elect to advise all Qualified Bidders of the lead bid and invite all Qualified Bidders (including the Stalking Horse Bidder) to attend an auction to be conducted by the Proposal Trustee in accordance with procedures to be established (the “**Auction Procedures**”) in a further auction procedures letter from the Proposal Trustee (the “**Auction**”). The Auction Procedures shall include minimum bid increments of US \$150,000. The Auction may be conducted in person or by video conference.

The “**Successful Bid**” shall be either: (i) the Stalking Horse Agreement, automatically and without further action, if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline; or (ii) the Qualified Bid that is (a) the successful bid in the Auction pursuant to the Auction Procedures, if an Auction is undertaken; or (b) selected as the successful bidder by the Proposal Trustee in accordance with these Sale Procedures, if one or more Qualified Bids other than the Stalking Horse Agreement is submitted by the Bid Deadline. The Qualified Bidder that makes the Successful Bid is referred to as the “**Successful Bidder**”. For greater clarity, on the Bid Deadline the Stalking Horse Agreement shall be the Successful Bid and the Stalking Horse Bidder shall be the Successful Bidder and no Auction shall be undertaken if no Qualified Bid other than the Stalking Horse Agreement is submitted by the Bid Deadline.

The Proposal Trustee, in consultation with the Vendor, may elect not to proceed with an Auction and may instead elect to negotiate with Qualified Bidders regarding the terms of their respective bids to achieve the highest or otherwise best transaction available and, the Proposal Trustee in consultation with the Vendor and the Stalking Horse Bidder may accept a Qualified Bid as the Successful Bid without an Auction.

Miscellaneous

The solicitation process and these Sale Procedures are solely for the benefit of the Vendor and nothing contained in the Sale Process Order or these Sale Procedures shall create any rights in any other person (including, without limitation, any bidder or Qualified Bidder, and any rights as third party beneficiaries or otherwise) other than the rights expressly granted to a successful bidder under the Sale Process Order or the rights contained in the Stalking Horse Bid.

Schedule "B"

Trustee's Certificate

Court File No.

Estate No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED OF DECISIONONE CORPORATION, A CORPORATION FORMED UNDER THE LAWS OF NEW BRUNSWICK

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated [DATE], the Court approved the Asset Purchase Agreement made as of May 22, 2023 (the "**Sale Agreement**") between DecisionOne Corporation ("**D1 Canada**") and STC Lender LP (the "**Purchaser**") and provided for the vesting in the Purchaser of D1 Canada's right, title and interest in and to the Purchased Assets, (the "**Transaction**") which vesting is to be effective with respect to the Purchased Assets upon the delivery by KPMG Inc., in its capacity as Proposal Trustee (the "**Proposal Trustee**"), to the Purchaser of a certificate confirming (i) the satisfaction by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article X of the Sale Agreement have been satisfied or waived by D1 Canada; and (iii) the Transaction has been completed.

B. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser and D1 Canada have confirmed to the Proposal Trustee in writing that the Purchaser has satisfied the Purchase Price for the Purchased Assets on Closing pursuant to the Sale Agreement;
2. The Purchaser and D1 Canada have confirmed to the Proposal Trustee in writing that the conditions to Closing as set out in Article X of the Sale Agreement have been satisfied or waived by D1 Canada and the Purchaser; and
3. The Transaction has been completed.
4. This Certificate was delivered by the Proposal Trustee at _____ [TIME] on _____ [DATE].

**KPMG INC., in its capacity as Proposal
Trustee of DecisionOne Corporation, and not
in its personal capacity and without personal
liability**

Per: _____

Name:

Title:

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,
AS AMENDED OF DECISIONONE CORPORATION, A CORPORATION
FORMED UNDER THE LAWS OF NEW BRUNSWICK

Court File No. 31-2946538
Estate No. 31-2946538

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(SALE PROCEDURES AND SALE APPROVAL)**

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