

Schedule 7.1

Conduct of Business

None.

Schedule 12.7

Consents

None.

Schedule 12.10

Employment Agreements

1. Employment Agreement between Avnet, Inc. and Brian Mittman.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
)
HARTFORD COMPUTER HARDWARE,) Case No. 11-49744 (PSH)
INC., *et al.*,¹) (Joint Administration Pending)
)
Debtors.) Hon. Pamela S. Hollis

**ORDER AUTHORIZING THE SALE OF PROPERTY OF THE ESTATES UNDER
BANKRUPTCY CODE § 363 AND THE ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND LEASES UNDER BANKRUPTCY CODE § 365**

This matter coming before the Court on the *Motion For Order Authorizing The Sale Of Property Of The Estates Under Bankruptcy Code § 363 And The Assumption And Assignment Of Executory Contracts And Leases To Purchaser Under Bankruptcy Code § 365* (the "Motion")²; the Court having reviewed the Motion and the Declaration in Support of First Day Relief; the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. § 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (d) notice of the Motion having been sufficient under the circumstances; and the Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein;

THE COURT FINDS AND CONCLUDES that:

1. In accordance with this Court's Order (i) Approving Bidding Procedures, (ii) Granting Bid Protections, (iii) Approving Form and Manner of Sale Notices, and (iv) Setting Sale Hearing Date in Connection With Sale of Substantially All of the Debtors' Assets (the "Sale");

¹ The Debtors are Hartford Computer Hardware, Inc. (FEIN 27-4297525), Nexicore Services, LLC (FEIN 03-0489686), Hartford Computer Group, Inc. (FEIN 36-2973523), and Hartford Computer Government, Inc (FEIN 20-0845960).

² Capitalized terms not defined herein shall have the meaning given to them in the Motion.

Procedures Order”), the Debtors served notice of, among other things, the Motion, the proposed sale of the Acquired Assets, the proposed assumption and assignment of the Contracts and Leases, the proposed Cure Amounts, the opportunity to submit Competing Bids,³ the deadline to object to the Court’s entry of an order granting the Motion, and the date and time of the final hearing on the Motion on all parties required to receive such notice under the Sale Procedures Order. *See Certificate of Service* [DE #_____]. Such notice was adequate under Bankruptcy Rules 2002, 6004, and 6006 and the circumstances of these cases; no additional notice is necessary.

2. The Debtors received Qualified Bids from the following entities (together, the “Qualified Bidders”):

- a. Entity #1
- b. Entity #2

3. The Debtors conducted the Auction among the Purchaser and the Qualified Bidders in accordance with the Sale Procedures Order, and the Debtors indentified the Purchaser as the highest and best bid for the Acquired Assets. The Auction provided all entities a full and fair opportunity to make a higher or otherwise better offer to purchase the Acquired Assets under the circumstances.

4. The Court considered the Motion and conducted a hearing (the “Sale Hearing”) on February 17, 2012 at which statements of counsels for the Debtors, any objectors, and the Purchaser were heard.

5. The Debtor has identified, and the Court recognizes, the Purchaser as the prevailing bidder for the Acquired Assets in accordance with the Sale Procedures Order. The Purchaser’s bid is the highest and best bid for the Acquired Assets. With the entry of this Order,

³ Capitalized terms used but not defined in this Order have the meanings given to them in the Sale Procedures Order or the Motion.

the Purchaser's bid has no material unsatisfied conditions, is not subject to significant execution risk, and will be able to close immediately on or shortly after entry of this Order.

6. The transactions contemplated in the Agreement and this Order (the "Transaction"), including an immediate sale of the Acquired Assets to the Purchaser and the Debtors' assumption and assignment to the Purchaser of the Assumed Contracts, are in the best interests of the estates and creditors.

7. The Debtors have demonstrated sufficient and sound business justifications and compelling circumstances for the sale of the Acquired Assets other than in the ordinary course of the Debtors' business under Bankruptcy Code § 363(b) before, and outside of, a plan of reorganization because, among other things, the immediate consummation of the Transaction with the Purchaser is necessary and appropriate to maximize the value of the estates. Entry of an order in the form and substance of this Order is a necessary condition precedent to the Purchaser's consummation the Transaction.

8. The Purchaser and the Debtors negotiated the sale of the Acquired Assets without collusion, in good faith, and at arm's length. The Purchaser is, therefore, entitled to the protections afforded under Bankruptcy Code § 363(m). There was no agreement among the Purchaser, any of the Qualified Bidders, and any other potential bidder for the Acquired Assets, to control the price to be paid for the Acquired Assets under the Motion. Accordingly, nothing would cause the sale authorized by this Order to be avoided under Bankruptcy Code § 363(n).

9. The consideration to be paid by the Purchaser constitutes reasonably equivalent value or fair consideration (as those terms are defined in the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and Bankruptcy Code § 548), and fair consideration under the Bankruptcy Code, under the laws of the United States and any state, territory, or possession,

and, in accordance with the Initial Recognition Order entered by the Ontario Superior Court of Justice (Commercial List) (the "Ontario Court"), the Interim Initial Order entered by the Ontario Court and the Supplemental Order entered by the Ontario Court (together with the Initial Recognition Order, the Interim Initial Order, the "Recognition Orders"), under the laws of Canada and any of its provinces, territories, or possessions.

10. The Debtors are the sole, lawful owners of the Acquired Assets. The transfer of the Acquired Assets to the Purchaser under the Agreement will be a legal, valid, and effective transfer of the Acquired Assets, vesting the Purchaser with all title to the Acquired Assets free and clear of all liens, claims (as defined in Bankruptcy Code § 101(5)), encumbrances, obligations, liabilities, contractual commitments, or interests of any kind (collectively, the "Interests"), including without limitation (i) an Interest that purports to give a party a right to forfeit, modify, or terminate the Debtors' interests in the Acquired Assets, or any similar right, and (ii) an Interest relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' business before the closing of the sale authorized in this Order. All Interests attach to the proceeds attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity and in the same priority that such Interests now have against the Acquired Assets or their proceeds, subject to any rights, claims, and defenses the Debtors or their estates may possess with respect to such Interests.

11. The Debtors may sell the Acquired Assets free and clear of all Interests because, with respect to each Interest, one or more of the standards set forth in Bankruptcy Code § 363(f)(1)-(5) is satisfied. Each entity asserting an Interest in the Acquired Assets: (i) has, subject to the terms and conditions of this Order, consented or is deemed to have consented to

the sale of the Acquired Assets; (ii) has an Interest that is subject to bona fide dispute; (iii) could be compelled in a legal or equitable proceeding to accept money satisfaction of its Interest; or (iv) otherwise falls within the provisions of Bankruptcy Code § 363(f). Those holders of Interests who did not timely object to the Motion are deemed, subject to the terms of this Order, to have consented under Bankruptcy Code § 363(f)(2). All holders of Interests are adequately protected by having their Interests attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted.

12. The Debtors' assumption and assignment to the Purchaser of the Assumed Contracts is integral to the Agreement and is in the best interests of the Debtors and their estates, creditors, and all other parties in interest, and represents the reasonable exercise of the Debtors' business judgment. The Debtors have, to the extent necessary, cured or provided adequate assurance of cure of any default existing before the date of this Order with respect to the Assumed Contracts within the meaning of Bankruptcy Code § 365(b)(1)(A) and (f)(2)(A). The Purchaser's promise to perform the obligations under the Assumed Contracts after closing constitutes adequate assurance of future performance within the meaning of Bankruptcy Code § 365(b)(1)(C), (b)(3) (to the extent applicable), and (f)(2)(B).

13. The Transaction may include the transfer of Personally Identifiable Information, as defined in Bankruptcy Code § 101(41A). No Consumer Privacy Ombudsman need be appointed because the Purchaser has agreed to adhere to any privacy policies applying to the Debtors.

14. The objections filed by any objectors have been resolved or withdrawn based on the provisions of this Order to which all objectors, the Purchaser, and the Debtors stipulate as indicated by their counsels' signatures below.

15. Good cause appears for granting the relief requested in the Motion.

IT IS HEREBY ORDERED as follows:

A. The Motion is GRANTED.

B. All objections to the Motion or the relief requested therein that have not been made, withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.

C. The Agreement and the Transaction are APPROVED as provided in this Order. The Debtors are authorized and directed to: (a) execute the Agreement, along with any additional documents that may be reasonably necessary or appropriate to implement the Agreement but do not materially change the its terms; (b) consummate the Transaction; and (c) take any action reasonably necessary to implement the Transaction in a manner not inconsistent with this Order. The Agreement and any related agreements and documents may be modified by the parties to it, in writing and in accordance with its terms, without further order of this Court if the modification does not materially and adversely affect the estates.

D. The stays of this Order under Bankruptcy Rules 6004(h) and 6006(d) are waived. This Order is effective and enforceable immediately on entry.

E. Except as expressly provided in the Agreement or this Order, the sale of the Acquired Assets to the Purchaser is free and clear of all Interests under Bankruptcy Code § 363(f). All Interests are released, terminated, and discharged as to the Acquired Assets and the Purchaser (and its successors and assigns). Any Interest, if valid, legal, and enforceable, attaches to, and is to be satisfied from, the proceeds of the sale in the same priority the Interest had before the sale.

F. The Transaction and the Agreement and all its related documents constitute a duly authorized, legally valid, and binding transfer, specifically performable and enforceable against, and not subject to rejection or avoidance by, the Debtors or any representative of the Debtors' estates under any chapter of the Bankruptcy Code. Every federal, state, and local governmental agency or department is directed to accept any document or instrument necessary and appropriate to consummate the transactions contemplated by this Order. The Transaction may not be avoided under Bankruptcy Code § 365(n).

G. The purchase of the Acquired Assets is undertaken by the Purchaser in good faith, as that term is used in Bankruptcy Code §363(m). Accordingly, the reversal or modification on appeal of the authorization provided in this Order to consummate the Transaction will not affect the validity of the sale of the Acquired Assets to the Purchaser, unless this Order is duly stayed pending such an appeal. The Purchaser, as a purchaser in good faith of the Acquired Assets, is entitled to all protections afforded under Bankruptcy Code § 363(m).

H. Under no circumstance may the Purchaser or any of its affiliates be deemed a successor of any one of the Debtors for any Interest in the Acquired Assets. Any person holding an Interest in any component of the Acquired Assets is permanently enjoined from asserting, prosecuting, or otherwise pursuing its Interest against the Purchaser, its property, its affiliates, its successors, its assignees, its employees, its agents, or against the Acquired Assets with respect to that Interest. The provisions of this paragraph and all other provisions of this Order are intended to have effect in all federal, state, and local jurisdictions in the United States and, in accordance with the Recognition Orders, in all federal, provincial, and local jurisdictions in Canada.

I. On and after the closing of the Transaction, no holder of an Interest or any claim against any Debtor or its estate may interfere with Purchaser's title to, or use and enjoyment of,

the Acquired Assets. All entities, including without limitation the Debtors, their present and former employees, administrative agencies, governmental tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, warehousemen, customs brokers, freight forwarders, carriers, and other parties in possession of any Acquired Assets at any time, all creditors, and all other persons holding Interests of any kind arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation of the Debtors' business before the closing of the Transaction, or with respect to any Interests arising out of or related to the Transaction, are forever barred and permanently enjoined from commencing, prosecuting, or continuing in any manner any action or other proceeding of any kind against the Purchaser, its property, its successors and assigns, its employees and agents, its affiliates, or the Acquired Assets. Following the Closing Date, no holder of an Interest in the Debtors may interfere in any way with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such Interest, or any actions that the Debtors may take in these cases.

J. Any entity in possession of or control over any component of the Acquired Assets must surrender such possession or control either to the Debtors before the Transaction's closing or the Purchaser no later than the Transaction's closing.

K. The Debtors are authorized to assume and assign to the Purchaser the Assumed Contracts effective as of the entry of this Order. Each counterparty to an Assumed Contract is forever barred and enjoined from asserting against the Debtors or the Purchaser, or their respective property, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation arising under or related to the Assumed Contracts existing as of the closing of the Transaction. With respect to the Transaction and the assignment of the Assumed Contracts to

the Purchaser as authorized in this Order, any provision in any of Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allows a party to such Assumed Contract to terminate, recapture, impose any penalty, or modify any term on the assignment of such Assumed Contract constitutes an unenforceable anti-assignment provision and is void.

L. If any license or permit necessary for the operation of the acquired business is determined not to be an executory contract assumable and assignable under Bankruptcy Code § 365, the Purchaser must apply for and obtain any necessary license or permit promptly after the Transaction's closing. The Debtors' licenses or permits must remain in place for the Purchaser's benefit until the Purchaser obtains all its necessary licenses and permits.

M. In accordance with the Agreement, the Debtors, at the Purchaser's request, must pay to any counter-party to an Assumed Contract any Cure Amount identified on Exhibit 1 to the Assumption and Cure Notice for that Assumed Contract to cure all monetary defaults and breaches under that Assumed Contract required under Bankruptcy Code § 365(b). The payment of any applicable Cure Amount (a) effects a cure of all defaults existing under the applicable Assumed Contract as of the Transaction's closing, (b) compensates any counter-party to such Assumed Contract for any actual pecuniary loss resulting from such default, and (c) together with the assignment of Assumed Contract to the Purchaser, constitutes adequate assurance of future performance of the Assumed Contract.

N. Nothing in any chapter 11 plan confirmed in the Debtors' cases, any order confirming any such plan, or any other order in these cases (including any order entered after any conversion of these cases into cases under chapter 7) may alter, conflict with, or derogate from the provisions of the Agreement or this Order.

O. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order and any agreements or instruments executed in connection with this Order, including without limitation jurisdiction to resolve any disputes arising under or related to this Order and to interpret, implement, and enforce this Order's provisions.

P. The Purchaser, the Debtors, all holders of Interests, and any objectors are authorized and directed to enter into any agreement or take any action reasonably necessary or appropriate to consummate the Transaction, transfer title in the Acquired Assets to the Purchaser, and otherwise effect and implement the Agreement and the provisions of this Order.

Dated: _____, 2011

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT “C”

EXHIBIT "C"

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Chapter 11
)	
HARTFORD COMPUTER HARDWARE,)	Case No. 11-49744 (PSH)
INC., <i>et al.</i> , ¹)	(Jointly Administered)
)	
Debtors.)	Hon. Pamela S. Hollis

ORDER (I) APPROVING BIDDING PROCEDURES, (II) GRANTING CERTAIN BID PROTECTIONS, (III) APPROVING FORM AND MANNER OF SALE NOTICES, AND (IV) SETTING SALE HEARING DATE IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS

This matter coming before the Court on the *DEBTORS' MOTION PURSUANT TO 11 U.S.C. §§ 105(a), 363, 365 AND FED. R. BANKR. P. 2002, 6004, 6006 FOR (I) ENTRY OF AN ORDER (A) APPROVING BIDDING PROCEDURES; (B) GRANTING CERTAIN BID PROTECTIONS; (C) APPROVING FORM AND MANNER OF SALE NOTICES; (D) SETTING SALE HEARING DATE IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS; AND (II) ENTRY OF AN ORDER (A) APPROVING THE SALE OF DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (C) THE ASSUMPTION OF CERTAIN LIABILITIES; AND (D) GRANTING CERTAIN RELATED RELIEF* (the "Motion")²; the Court having reviewed the Motion and the Declaration in Support of First Day Relief; the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. § 1408 and 1409, (c) this

¹ The Debtors are Hartford Computer Hardware, Inc. (FEIN 27-4297525), Nexicore Services, LLC (FEIN 03-0489686), Hartford Computer Group, Inc. (FEIN 36-2973523), and Hartford Computer Government, Inc (FEIN 20-0845960).

² Capitalized terms not defined herein shall have the meaning given to them in the Motion.

is a core proceeding pursuant to 28 U.S.C. § 157(b), (d) notice of the Motion having been sufficient under the circumstances; and the Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein;

IT IS HEREBY ORDERED as follows:

1. The Motion is GRANTED.
2. All objections to the Motion or the relief requested therein that have not been made, withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.
3. Notice of the Motion was proper, timely, adequate and sufficient under Bankruptcy Rules 2002, 6004, and 6006 and the particular circumstances.
4. The Break-Up Fee is appropriate in nature and amount and is approved—insofar as it is an integral part of, and a condition to, the sale process proposed in the Motion, which is designed to maximize the value of the Acquired Assets and is in the best interests of the estates.
5. The Bid Procedures set forth on Exhibit 1 hereto are appropriate and in the best interests of the estates and their creditors.
6. The Sale Hearing will be held on February 28, 2012 at 11 a.m./p.m. If the Debtors do not receive any Qualified Bids other than the Purchaser's bid, the Debtors need not conduct the Auction and may recommend the approval of the Purchaser as the approved purchaser of the Assets at the Sale Hearing. If the Debtors do receive one or more Qualifying Bids, the Debtors shall conduct an Auction consistent with the Bid Procedures, which are hereby approved. At the Sale Hearing, the Debtors shall provide a report of the Auction and which Qualifying Bid has been selected as the highest and best and will serve as the Successful Bid. The Court will not use the Sale Hearing to conduct any competitive bidding for the Acquired

Assets or consider any bids not submitted at the Auction or submitted in accordance with the Bid Procedures approved in this order.

7. No later than February 3, 2012, the Debtors shall file with the Court and serve on all non-Debtor parties to the Assumed Contracts the Assumption Cure Notice. The non-Debtor party to an Assumed Contract shall have seven days from the service of the Assumption and Cure Notice to object to the proposed assumption and assignment to the Purchaser and shall state in its objection, with specificity, the legal and factual basis of its objection.

8. If no objection is timely received, the non-Debtor party to the Assumed Contract shall be forever barred from asserting any objection with regard to the assumption and assignment of the Assumed Contract to the Purchaser.

9. Each non-Debtor party to the Assumed Contracts shall have seven days from the date of the Assumption and Cure Notice to object to the Cure Amount and must state in its objection with specificity what Cure Amount is required (with appropriate documentation in support thereof). If no objection is timely received, the Cure Amount set forth in the Assumption and Cure Notice shall be controlling, notwithstanding anything to the contrary in any Assumed Contract, or any other document, and the non-Debtor party to the Assumed Contract shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting any other claims as to such Assumed Contract against the Debtors, the Purchaser, or the Successful Bidder, or the property of any of them.

10. If an objection to the Cure Amount is timely filed and received and the parties are unable to consensually resolve the dispute, the amount to be paid under section 365 of the Bankruptcy Code, if any, with respect to such objection will be determined at a hearing to be requested by the Debtors or by the objecting counterparty. At the Purchaser's or the Successful

Bidder's discretion, and provided the Purchaser or the Successful Bidder escrow the disputed portion of the Cure Amount, the hearing regarding the Cure Amount may be continued until after the closing date of the Sale and the Assumed Contract(s) subjected to such Cure Amount shall be assumed and assigned to the Purchaser or the Successful Bidder at closing of the Sale.

11. Any objections to the relief requested in the Motion must: (a) be in writing; (b) conform to the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois; (c) set forth the name of the objector and the nature and amount of any claims against or interests in the Debtors; (d) state with particularity the legal and factual bases for the objection; and (e) be filed and served so that it is *received* no later than 5:00 p.m. Central Time on February 20, 2012 by counsel for the Debtors.

12. No later than five business day from its receipt of this order as entered by the Court, the Debtors must provide copies of the Motion the Sale Notice and this Order via first-class mail to the Office of the U.S. Trustee, all holders of any lien on or interest in any of the Assets, all non-debtor parties to the Assumed Contracts, and all known creditors and equity holders of record. Such notice is adequate under the circumstances for purposes of any eventual approval of the Sale Motion.

13. The Debtors must publish notice of the Sale Motion, with a summary of the relief requested and the objection deadline, at least once in the *Wall Street Journal* no later than 20 days before the objection deadline.

14. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: JAN 26 2012, 2012


UNITED STATES BANKRUPTCY JUDGE

60948051

Exhibit 1

(Bid Procedures)

BID PROCEDURES

Capitalized terms used but not defined herein retain the meanings given to them in the Sale Motion. The sale of the Assets is subject to competitive bidding as set forth below and approval by the United States Bankruptcy Court for the Northern District of Illinois under Bankruptcy Code § 363 and Bankruptcy Rule 6004.

A. Solicitation of Competing Bids. The Debtors, through their officers, agents, and professionals, may solicit, negotiate, and otherwise discuss with any entity the submission of a competing bid for the Acquired Assets (a “Competing Bid” by a “Competing Bidder”) or any similar transaction involving the assets to be sold and the contracts to be assumed and assigned to the Purchaser hereunder, but:

- i. The Debtors must provide to the Purchaser a complete copy of any Qualified Bid (defined below) received (redacting only any confidential information contained in it) within two business days of receiving it; and
- ii. Any Competing Bid must conform to the requirements for a Qualified Bid set forth below.

A. B. Submission of Competing Bids. All Competing Bids must be submitted on or before 5:00 p.m. prevailing Chicago time on or before February 20, 2012, to: (i) Hartford Computer Group, Inc., c/o Paragon Capital Partners, LLC, 450 Park Avenue, Suite 2500, New York, New York 10022 (Attn: Michael Levy), mlevy@paragoncp.com, (ii) counsel to the Debtors, Katten Muchin Rosenman LLP, 525 W. Monroe Street, Suite 1900, Chicago, Illinois 60662 (Attn: John P. Sieger) john.sieger@kattenlaw.com, (iii) counsel for Delaware Street Capital Master Fund, L.P., Jenner & Block LLP, 353 N. Clark Street, Chicago, IL 60654 (Attn: Michael S. Terrien) mterrien@jenner.com, (iv) counsel for the official committee of unsecured creditors, Levenfeld Pearlstein, LLC, 2 N. LaSalle Street, Suite 1300, Chicago, Illinois 60602 (Attn: Steven Jakubowski) sjakubowski@lplegal.com, (v) counsel for the Purchaser, Squire Sanders & Dempsey (US) LLP, 1 E. Washington St., Suite 2700, Phoenix, Arizona 85004 (Attn: Jordan A. Kroop) jordan.kroop@ssd.com, and (vi) the Office of the United States Trustee for the Northern District of Illinois, 219 South Dearborn, Room 873, Chicago, Illinois 60604 (Attn: Denise DeLaurent).

C. Qualification of Competing Bids. Only Competing Bids that meet all the following requirements are “Qualified Bids” eligible to be considered at the Auction (defined below):

The Competing Bid must be in writing and include a markup of the Agreement showing the changes to the Agreement the Competing Bidder requires;

1. The Competing Bid must provide consideration in an amount no less than the total of the Purchase Price set forth in the Agreement plus the Break-Up Fee of ~~\$1,775,000~~, plus a minimum overbid increment of \$100,000 (collectively, a "Minimum Overbid");

part
\$1,242,500.00

2. The Competing Bid must be accompanied by a good faith, refundable deposit of no less than 10% of the Purchase Price, plus additional indicia of ability to immediately close the transactions contemplated by the Competing Bid, including adequate assurance of future performance of any executory contract or unexpired lease that would be assumed and assigned to the Competing Bidder under the Competing Bid, with the Debtors reserving the right, in their sole reasonable discretion as informed by their professionals, to determine the sufficiency of such indicia;

3. The Competing Bid must be on terms more favorable and not more burdensome or conditional in any material respect than that contemplated by the Agreement in respect of, among other things, price, conditions on closing, third-party consents, and regulatory approvals, as determined by Debtors in their sole, reasonable discretion as informed by their professionals; and

4. The Competing Bidder must submit to the Debtors, by the close of the Auction (defined below), an instrument of irrevocable commitment to the terms of the Competing Bid.

D. Auction. On February 23, 2012, the Debtors will conduct a session of bidding (the "Auction") among the Buyer and all Competing Bidders submitting a Qualified Bid (each a "Qualified Bidder") to determine the highest and best bid for the Assets. The Buyer and all Qualified Bidders may increase their bids as many times as they wish during the Auction, with the Buyer receiving cash credit for the Break-Up Fee on all subsequent bids. All bids must exceed the previous bid by no less than \$100,000 in total compensation. At the close of all bidding, the Debtors will announce the highest and best bid and will retain a record of each Qualified Bidders' final bid for purposes of the Bankruptcy Court's solicitation of and approval of any "backup bid" at the Sale Hearing, the holder of which would be entitled to close a purchase of the Assets if the highest and best bid determined at the Auction does not close in accordance with the Sale Order.

EXHIBIT “D”

EXHIBIT "D"

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
)
HARTFORD COMPUTER HARDWARE,)
INC., *et al.*,¹) Case No. 11-49744 (PSH)
) (Joint Administration Pending)
)
Debtors.) Hon. Pamela S. Hollis

DECLARATION OF MICHAEL E. LEVY IN SUPPORT OF THE SALE MOTION

I, Michael E. Levy, having personal knowledge of the facts herein, state as follows under the penalty of perjury in accordance with 28 U.S.C. § 1746,

1. I am a partner at and co-founder of the investment banking firm of Paragon Capital Partners, LLC (“Paragon”), the Debtors’ retained investment banker.

2. I am familiar with the Debtors’ Motion Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and Fed. R. Bankr. P. 2002, 6004, 6006 for (I) Entry of an Order (A) Approving Bidding Procedures; (B) Granting Certain Bid Protections; (C) Approving Form and Manner of Sale Notices; (D) Setting Sale Hearing Date in Connection With Sale of Substantially All of Debtors’ Assets; and (II) Entry of an Order (A) Approving the Sale of Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption And Assignment of Certain Executory Contracts and Unexpired Leases; (C) the Assumption of Certain Liabilities; and (D) Granting Certain Related Relief (the “Sale Motion”) and the relief requested therein.

3. I submit this declaration in support of the Sale Motion and believe that an order granting the Sale Motion and approving the sale transaction (the “Transaction”) of substantially all of the assets of HCG and Nexicore (the “Selling Debtors”) to Avnet, Inc. and Avnet

¹ The Debtors are Hartford Computer Hardware, Inc. (FEIN 27-4297525), Nexicore Services, LLC (FEIN 03-0489686), Hartford Computer Group, Inc. (FEIN 36-2973523), and Hartford Computer Government, Inc. (FEIN 12-0046760)



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International (Canada) Ltd (collectively, the "Purchaser") pursuant to the Asset Purchase Agreement dated December 12, 2011 (the "Agreement"), and appended to the Motion, is in the best interests of the Debtors, their estates, and their chapter 11 cases:

4. Prior to the commencement of these chapter 11 cases, the Debtors retained Paragon to provide financial advice and assistance in connection with evaluating and/or pursuing potential strategic and financial alternatives for the companies including a sale, debt financing, equity financing, or acquisition transaction. Since being engaged in June 2010, Paragon has, and I personally have, been actively involved in assisting the Debtors' management team in preparing and analyzing extensive information, preparing a comprehensive descriptive information memorandum, conducting a sale process, participating in meetings with interested parties, facilitating detailed due diligence, and engaging in negotiations with the various parties of interest. Paragon and I are therefore very familiar with the Debtors' businesses, as well as with the Debtors' industry and universe of potential buyers.

5. The Debtors, with the assistance of Paragon, actively marketed their businesses since late January 2011, focusing on a sale of substantially all of their assets as a going concern. In conjunction with the Debtors, Paragon conducted a well-orchestrated sale process targeting the companies' universe of potential strategic and financial buyers in an effort to maximize the value of their business assets as a going concern.

6. Since the filing of these cases on December 12, 2011, Paragon promptly reached out to approximately 81 of the approximately 91 companies contacted in the pre-petition process in regard to the assets of HCG and Nexicore (the "Acquired Assets"). Ten of the entities were not contacted for specific reasons of which Paragon became aware after the initial marketing process, including that certain of these entities had experienced or were facing financial distress, or had been acquired, or clearly had no interest or capability to move forward. The companies

contacted included approximately 49 operating companies (including certain companies regarded as potential strategic acquirers) and approximately 32 private equity firms (including some firms with portfolio companies in related businesses). In addition, Paragon reached out to approximately 70 additional companies, including approximately 41 operating companies and approximately 29 private equity firms. In essence, Paragon reached out to the companies that it and/or the Debtors deemed to be the appropriate universe of potential strategic and financial acquirers, as well as a broad group of additional companies that Paragon and/or the Debtors could liberally conceive of having a potential strategic rationale for purchasing the Acquired Assets.

7. During the post-petition sale process, Paragon actively pursued and engaged with potential buyers to solicit interest, and provided extensive information to interested parties (including detailed confidential information and/or access to supplemental data via an online datasite). Following the approval of the Bid Procedures by the Bankruptcy Court on January 26, 2012, Paragon promptly disseminated the final Bid Procedures to potential buyers. Separately, Paragon notes that the final approved Bid Procedures received media coverage, including a full-page article in an industry publication on January 27, 2012, and placement by the Debtors in The Wall Street Journal on January 31, 2012.

8. In total, in the pre-petition and post-petition processes, Paragon reached out to approximately 161 companies in the following sectors: Aftermarket Services; Electronics Retailers; EMS, Contract and Supply Chain Services; Hardware / Electronics OEMs; Hardware / Technology Distributors; IT and Business Support Services; Support Software and Services; Telecom/Cable Service Providers; and Private Equity Firms involved in multiple sectors.

9. In both the pre-petition and post-petition processes, potential strategic and financial acquirers seriously considered and/or evaluated a potential transaction, including a

number of high-profile companies in the Debtors' industry who invested significant time, resources and manpower to explore a potential transaction. In total, in the pre-petition and post-petition processes, approximately 37 companies executed confidentiality agreements and received detailed confidential information relating to the Debtors' businesses, financial performance and projections, customers, programs, technology, information systems, operations, facilities, management and employees. Approximately 12 companies received detailed management presentations, either in-person or by phone, and were given opportunities to speak extensively with the Debtors' management team and advisors. Six companies submitted written indications of interest during the pre-petition sale process. However, despite significant efforts by Paragon and the Debtors to attract potential competing bids post petition pursuant to an extensive market test, the Debtors did not receive any competing proposals.

10. During the marketing process, the interest received from the Purchaser was consistent, focused, and determined. Moreover, during the post-petition process, the Purchaser has continued to conduct itself in a manner consistent with a company seeking to consummate the proposed transaction.

11. In mid-January 2012, I was advised that the Official Committee of Unsecured Creditors was retaining Crowe Horwath LLP to serve as financial advisor. Since that time, I have had numerous discussions and communications with Michael Schwarzmann at Crowe Horwath in regard to the sale of the Acquired Assets, the marketing efforts Paragon has undertaken, and the status of competing bidders' interest and activities. I have sought to be helpful and cooperative in all matters, and have provided written and verbal updates, as well as other documentation requested by Mr. Schwarzmann since he has been involved in this matter.

MX
2/24/2012

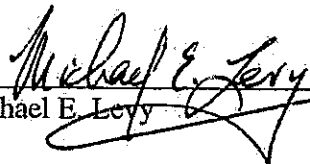
12. Neither I nor, to the best of my knowledge, anyone at Paragon or the Debtors rejected or refused to contact any additional potential bidders that were proposed to Paragon by Mr. Schwarzmann, Crowe Horwath LLP, or any other party in interest.

13. I was heavily involved in all aspects of the negotiations of the Agreement with the Purchaser. The Purchaser and the Debtors negotiated the sale of the Acquired Assets in good faith, without collusion, and at arm's length. I am not aware of any agreement among the Purchaser or any other party, person, or entity to control the price to be paid for the Acquired Assets.

14. The marketing of the Acquired Assets was thorough, extensive, and, in my view, conducted in a high-quality manner that exceeds the standard marketing process for assets similar to the Acquired Assets. Based on my experience and the performance and condition of the Debtors, the Agreement and the Transaction contemplated constitute what I believe to be a very full bid for the Acquired Assets, as well as the highest and best offer for the Acquired Assets. I believe that the approval of the Agreement and the Transaction would be in the best interests of the Debtors, their estates, and these chapter 11 cases.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 24, 2012


Michael E. Levy

ML
2/24/2012

EXHIBIT “E”

EXHIBIT "E"

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
)
HARTFORD COMPUTER HARDWARE,)
INC., *et al.*,¹) Case No. 11-49744 (PSH)
) (Joint Administration Pending)
)
Debtors.) Hon. Pamela S. Hollis

DECLARATION OF BRIAN MITTMAN IN SUPPORT THE SALE MOTION

I, Brian Mittman, having personal knowledge of the facts herein, state as follows under the penalty of perjury in accordance with 28 U.S.C. § 1746,

1. I am the President and Chief Executive Officer of Hartford Computer Group, Inc. ("HCG"), Hartford Computer Hardware, Inc. ("HCH"), Hartford Computer Government, Inc. ("HCGovernment"), and Nexicore Services, LLC ("Nexicore" and, together with HCG, HCH, and HCGovernment, the "Debtors").² I am generally familiar with the Debtors' day-to-day operations, business affairs, and books and records.

2. I am familiar with the Debtors' Motion Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and Fed. R. Bankr. P. 2002, 6004, 6006 for (I) Entry of an Order (A) Approving Bidding Procedures; (B) Granting Certain Bid Protections; (C) Approving Form and Manner of Sale Notices; (D) Setting Sale Hearing Date in Connection With Sale of Substantially All of Debtors' Assets; and (II) Entry of an Order (A) Approving the Sale of Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption And Assignment of Certain Executory Contracts and Unexpired Leases; (C) the Assumption of

¹ The Debtors are Hartford Computer Hardware, Inc. (FEIN 27-4297525), Nexicore Services, LLC (FEIN 03-0489686), Hartford Computer Group, Inc. (FEIN 36-2973523), and Hartford Computer Government, Inc (FEIN 20-0845960).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the relevant First Day Motion (as hereinafter defined).



Certain Liabilities; and (D) Granting Certain Related Relief (the "Sale Motion") and the relief requested therein.

3. I submit this declaration in support of the Sale Motion and believe that an order granting the Sale Motion and approving the sale transaction (the "Transaction") of substantially all of the assets of HCG and Nexicore (the "Selling Debtors") to Avnet, Inc. and Avnet International (Canada) Ltd (collectively, the "Purchaser") pursuant to the Asset Purchase Agreement dated December 12, 2012 (the "Agreement"), and appended to the Motion, is in the best interests of the Debtors, their estates, and their chapter 11 cases.

4. The Selling Debtors are the sole, lawful owners of the assets set forth in the Agreement (the "Acquired Assets").

5. The Debtors' assumption and assignment to the Purchaser of the Assumed Contracts (as defined in the Agreement) is integral to the Agreement and is in the best interests of the Debtors and their estates, creditors, and all other parties in interest, and no counterparty, to my knowledge, disputes the Purchaser's ability to perform under the Assumed Contracts.

6. The Transaction may include the transfer of Personally Identifiable Information, as defined in Bankruptcy Code § 101(41A). The Purchaser has agreed to adhere to any privacy policies applying to the Debtors, so I do not believe that a Consumer Privacy Ombudsman needs to be appointed.

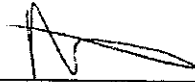
7. Neither I nor, to the best of my knowledge, anyone at the Debtors or Paragon Capital Partners LLC ("Paragon") rejected or refused to contact any additional potential bidders that were proposed to Paragon by Crowe Horwath LLP or any other party in interest.

8. I was extensively involved in the negotiation of the Agreement with the Purchaser. The Purchaser and the Debtors negotiated the sale of the Acquired Assets without

collusion, in good faith, and at arm's length. There is no agreement among the Purchaser or any other party, person, or entity to control the price to be paid for the Acquired Assets.

I declare under penalty of perjury that the forgoing is true and correct.

Dated: February 24, 2011



Brian N. Mittman
President of CEO of each of the Debtors

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED

APPLICATION OF HARTFORD COMPUTER HARDWARE, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION WITH RESPECT TO HARTFORD COMPUTER HARDWARE, INC., NEXICORE SERVICES, LLC, HARTFORD COMPUTER GROUP, INC. AND HARTFORD COMPUTER GOVERNMENT, INC. (COLLECTIVELY, THE "CHAPTER 11 DEBTORS")

Court File No.: CV-11-9514-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF BRIAN MITTMAN
(Sworn on February 28, 2012)

Thornton Grout Finnigan LLP
Barristers and Solicitors
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Canadian Pacific Tower
Toronto-Dominion Centre
Toronto, Ontario M5K 1K7

John T. Porter (LSUC #23844T)
Kyla Mahar (LSUC# 44182G)
Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for the Chapter 11 Debtors

TAB 3

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

APPLICATION OF HARTFORD COMPUTER HARDWARE, INC.
UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN
THE UNITED STATES BANKRUPTCY COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION
WITH RESPECT TO HARTFORD COMPUTER HARDWARE,
INC., NEXICORE SERVICES, LLC, HARTFORD COMPUTER
GROUP, INC. AND HARTFORD COMPUTER GOVERNMENT,
INC. (COLLECTIVELY, THE "CHAPTER 11 DEBTORS")

AFFIDAVIT OF ALANA SHEPHERD
(Sworn on March 2, 2012)

I, Alana Shepherd, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am an Associate with Thornton Grout Finnigan LLP, lawyers for Hartford Computer Hardware, Inc. (the "**Foreign Representative**"). I swear this affidavit in support of the Foreign Representative's request for an order recognizing the Sale Order (as defined below) made by the United States Bankruptcy Court for the Northern District of Illinois Eastern Division (the "**U.S. Court**") in the proceeding commenced by the Chapter 11 Debtors under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Chapter 11 Proceeding**") pursuant to section 49 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") and granting an approval and vesting order with respect to transactions contemplated by the

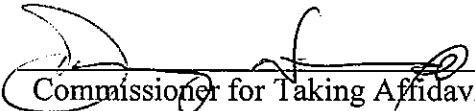
Asset Purchase Agreement with Avnet, Inc. and Avnet International (Canada) Ltd. dated December 12, 2011.

2. On February 28, 2012, the U.S. Court in the Chapter 11 Proceeding made an Order authorizing the sale of property of the estates under U.S. Bankruptcy Code § 363 and the assumption and assignment of executory contracts and leases under U.S. Bankruptcy Code § 365 (the "Sale Order"). A copy of the Sale Order is attached hereto as Exhibit "A".

3. A certified copy of the Sale Order will be filed with the Court.

4. I make this affidavit in support of the within Motion and for no other or improper purpose.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 2nd day of
March, 2012.


Commissioner for Taking Affidavits
DANNY NUNES


ALANA SHEPHERD

EXHIBIT “A”

EXHIBIT "A"

Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Chapter 11
)
HARTFORD COMPUTER HARDWARE,)
INC., *et al.*,¹) Case No. 11-49744 (PSH)
) (Joint Administration Pending)
)
Debtors.) Hon. Pamela S. Hollis

**ORDER AUTHORIZING THE SALE OF PROPERTY OF THE ESTATES UNDER
BANKRUPTCY CODE § 363 AND THE ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND LEASES UNDER BANKRUPTCY CODE § 365**

This matter comes before the Court for entry of a final order on the *Debtors' Motion Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and Fed. R. Bankr. P. 2002, 6004, 6006 for (I) Entry of an Order (A) Approving Bidding Procedures; (B) Granting Certain Bid Protections; (C) Approving Form and Manner of Sale Notices; (D) Setting Sale Hearing Date in Connection With Sale of Substantially All of Debtors' Assets; and (II) Entry of an Order (A) Approving the Sale of Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption And Assignment of Certain Executory Contracts and Unexpired Leases; (C) the Assumption of Certain Liabilities; and (D) Granting Certain Related Relief (the "Motion")²; the Court having reviewed the Motion, the *Declaration of Brian Mittman in Support of the Sale Motion*, and the *Declaration of Michael Levy in Support of the Sale Motion*; the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. § 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (d) notice of the Motion is sufficient under the*

¹ The Debtors are Hartford Computer Hardware, Inc. (FEIN 27-4297525), Nexicore Services, LLC (FEIN 03-0489686), Hartford Computer Group, Inc. (FEIN 36-2973523), and Hartford Computer Government, Inc (FEIN 20-0845960).

² Capitalized terms not defined herein shall have the meaning given to them in the Motion.

circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted in this order;

THE COURT FINDS AND CONCLUDES that:

1. In accordance with this Court's *Order (i) Approving Bidding Procedures, (ii) Granting Bid Protections, (iii) Approving Form and Manner of Sale Notices, and (iv) Setting Sale Hearing Date in Connection With Sale of Substantially All of the Debtors' Assets* (Docket No. 128) (the "Sale Procedures Order"), the Debtors served notice of, among other things, the Motion, the proposed sale of the Acquired Assets, the proposed assumption and assignment of the Contracts and Leases, the proposed Cure Amounts, the opportunity to submit Competing Bids, the deadline to object to the Court's entry of an order granting the Motion, and the date and time of the final hearing on the Motion on all parties required to receive such notice under the Sale Procedures Order, including, without limitation, all creditors and all counterparties to the Contracts and Leases. (See Affidavit of Service filed on February 9, 2012, Docket No. 158; Affidavit of Service filed on February 13, 2012, Docket No. 168.) In addition, pursuant to the Sale Procedures Order, the Debtors caused to be published a notice of the sale, the deadline to object to the Court's entry of an order granting the Motion, and the date and time of the final hearing on the Motion in the national edition of *The Wall Street Journal*. (See Affidavit of Publication of Notice of Sale in *The Wall Street Journal* filed on February 9, 2012, Docket No. 160.) Such notice was adequate under Bankruptcy Rules 2002, 6004, and 6006 and the circumstances of these cases; no additional notice is necessary.

2. The Debtors received one Qualified Bid, which was made by the stalking-horse bidders Avnet, Inc. and Avnet International (Canada) Ltd. (collectively, the "Purchaser") pursuant to the *Asset Purchase Agreement* dated December 12, 2011 (the "Agreement").

3. Having received no Qualified Bids from any Qualified Bidders by the deadlines set forth in the Sale Procedures Order, other than the Purchaser's Qualified Bid, the Debtors cancelled the Auction.

4. The Court considered the Motion and conducted a hearing (the "Sale Hearing") on February 28, 2012, at which statements of counsel for the Debtors, any objectors, the Official Committee of Unsecured Creditors (the "Committee"), Delaware Street Capital Master Fund, L.P. ("Delaware Street"), and the Purchaser were heard.

5. The Debtor has identified, and the Court recognizes, the Purchaser as the prevailing bidder for the Acquired Assets in accordance with the Sale Procedures Order. The Purchaser's bid is the highest and best bid for the Acquired Assets, and the Purchase Price represents the highest value for the Acquired Assets under the circumstances. With the entry of this Order, the Purchaser's bid has no material unsatisfied conditions, is not subject to significant execution risk, and therefore should be able to close pursuant to the terms of the Agreement.

6. The transactions contemplated in the Agreement and this Order (the "Transaction"), including an immediate sale of the Acquired Assets to the Purchaser and the Debtors' assumption and assignment to the Purchaser of the Assumed Contracts, are in the best interests of the estates and creditors.

7. The Debtors have demonstrated sufficient and sound business justifications and compelling circumstances for the sale of the Acquired Assets other than in the ordinary course of the Debtors' business under Bankruptcy Code § 363(b) before, and outside of, a plan of reorganization because, among other things, the immediate consummation of the Transaction with the Purchaser is necessary and appropriate to maximize the value of the estates. Entry of an

order in the form and substance of this Order is a necessary condition precedent to the Purchaser's consummation of the Transaction.

8. The Purchaser and the Debtors negotiated the sale of the Acquired Assets without collusion, in good faith, and at arm's length. The Purchaser is, therefore, entitled to the protections afforded under Bankruptcy Code § 363(m). There was no agreement among the Purchaser, any of the Qualified Bidders, and any other potential bidder for the Acquired Assets, to control the price to be paid for the Acquired Assets under the Motion. Accordingly, nothing would cause the sale authorized by this Order to be avoided under Bankruptcy Code § 363(n).

9. The Debtors are the sole, lawful owners of the Acquired Assets. The transfer of the Acquired Assets to the Purchaser under the Agreement will be a legal, valid, and effective transfer of the Acquired Assets, vesting the Purchaser with all title to the Acquired Assets free and clear of all liens, claims (as defined in Bankruptcy Code § 101(5)), encumbrances, obligations, liabilities, contractual commitments, or interests of any kind (collectively, the "Interests"), including without limitation (i) any Interest that purports to give a party a right to forfeit, modify, or terminate the Debtors' interests in the Acquired Assets, or any similar right, and (ii) any Interest relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' business before the closing of the sale authorized in this Order. All Interests shall attach to the proceeds, including, without limitation, all elements of the "Purchase Price" as defined in Section 3.2(a) of the Agreement, attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity and in the same priority that such Interests now have against the Acquired Assets or their proceeds, subject to any rights, claims, and defenses the Debtors or their estates may possess with respect to such Interests, including any ultimately successful "Challenge" (as that

term is defined in the *Final Order (I) Authorizing the Debtors to Obtain Post-Petition Financing Pursuant to 11 U.S.C. § 364, (II) Authorizing the Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (III) Granting Adequate Protection to the Prepetition Secured Lender Pursuant to 11 U.S.C. §§ 361 and 363, and (IV) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001*, hereinafter the “Final DIP Financing Order”) [Dkt. No. 137] asserted by any party ultimately determined to have the requisite standing.

10. The Debtors may sell the Acquired Assets free and clear of all Interests because, with respect to each Interest, one or more of the standards set forth in Bankruptcy Code § 363(f)(1)-(5) is satisfied. Each entity asserting an Interest in the Acquired Assets: (i) has, subject to the terms and conditions of this Order, consented or is deemed to have consented to the sale of the Acquired Assets; (ii) has an Interest that is subject to bona fide dispute; (iii) could be compelled in a legal or equitable proceeding to accept money satisfaction of its Interest; or (iv) otherwise falls within the provisions of Bankruptcy Code § 363(f). Those holders of Interests who did not timely object to the Motion are deemed, subject to the terms of this Order, to have consented under Bankruptcy Code § 363(f)(2). All holders of Interests are adequately protected by having their Interests attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted.

11. The Debtors’ assumption and assignment to the Purchaser of the Assumed Contracts is integral to the Agreement and is in the best interests of the Debtors and their estates, creditors, and all other parties in interest, and represents the reasonable exercise of the Debtors’ business judgment. The Debtors or the Purchaser have, to the extent necessary, cured or provided adequate assurance of cure of any default existing before the date of this Order with respect to the Assumed Contracts within the meaning of Bankruptcy Code § 365(b)(1)(A) and (f)(2)(A).

The Purchaser's promise to perform the obligations under the Assumed Contracts after closing constitutes adequate assurance of future performance within the meaning of Bankruptcy Code § 365(b)(1)(C), (b)(3) (to the extent applicable), and (f)(2)(B).

12. The Transaction may include the transfer of Personally Identifiable Information, as defined in Bankruptcy Code § 101(41A). No Consumer Privacy Ombudsman need be appointed because the Purchaser has agreed to adhere to any privacy policies applying to the Debtors.

13. The objections filed by any objectors have been resolved or withdrawn based on the provisions of this Order to which all objectors, the Purchaser, and the Debtors stipulate as indicated by their respective signatures of counsel below.

14. Good cause appears for granting the relief requested in the Motion.

IT IS HEREBY ORDERED as follows:

A. The Motion is GRANTED as provided in this Order.

B. All objections to the Motion or the relief requested in the Motion that have not been made, withdrawn, waived, or settled, and all reservations of rights included any such objection, are overruled on the merits.

C. The Agreement and the Transaction are APPROVED as provided in this Order. The Debtors are authorized and directed to: (a) execute the Agreement, along with any additional documents that may be reasonably necessary or appropriate to implement the Agreement but do not materially change its terms; (b) consummate the Transaction; and (c) take any action reasonably necessary to implement the Transaction in a manner not inconsistent with this Order. The Agreement and any related agreements and documents may be modified by the parties to it, in writing and in accordance with its terms, without further order of this Court if the modification

does not materially and adversely affect the estates, and upon three (3) business days' prior written notice to the Committee and Delaware Street.

D. The stays of this Order under Bankruptcy Rules 6004(h) and 6006(d) are waived. This Order is effective and enforceable immediately on entry.

E. Except as expressly provided in the Agreement or this Order, the sale of the Acquired Assets to the Purchaser is free and clear of all Interests under Bankruptcy Code § 363(f). All Interests are released, terminated, and discharged as to the Acquired Assets and the Purchaser (and its successors and assigns). Any Interest, if valid, legal, and enforceable, shall attach to, and be satisfied, if at all, from the proceeds of the sale, including, without limitation, all elements of the "Purchase Price" as set forth in Section 3.2(a) of the Agreement, in the same order and priority as the Interest had in the Acquired Assets before the sale.

F. The Transaction, the Agreement, and all of its related documents constitute a duly authorized, legally valid, and binding transfer, specifically performable and enforceable against, and not subject to rejection or avoidance by, the Debtors or any representative of the Debtors' estates under any chapter of the Bankruptcy Code. Every federal, state, and local governmental agency or department is directed to accept any document or instrument necessary and appropriate to consummate the transactions contemplated by this Order. The Transaction may not be avoided under Bankruptcy Code § 363(n).

G. The purchase of the Acquired Assets is undertaken by the Purchaser in good faith, as that term is used in Bankruptcy Code §363(m). Accordingly, the reversal or modification on appeal of the authorization provided in this Order to consummate the Transaction will not affect the validity of the sale of the Acquired Assets to the Purchaser, unless this Order is duly stayed

pending such an appeal. The Purchaser, as a purchaser in good faith of the Acquired Assets, is entitled to all protections afforded under Bankruptcy Code § 363(m).

H. Under no circumstance may the Purchaser or any of its affiliates be deemed a successor of any one of the Debtors for any Interest in the Acquired Assets. Any person holding an Interest in any component of the Acquired Assets is permanently enjoined from asserting, prosecuting, or otherwise pursuing its Interest against the Purchaser, its property, its affiliates, its successors, its assignees, its employees, its agents, or against the Acquired Assets with respect to that Interest. The provisions of this paragraph and all other provisions of this Order are intended to have effect in all federal, state, and local jurisdictions in the United States and, in accordance with the Recognition Orders, in all federal, provincial, and local jurisdictions in Canada.

I. On and after the closing of the Transaction, no holder of an Interest or any claim against any Debtor or its estate may interfere with Purchaser's title to, or use and enjoyment of, the Acquired Assets. All entities, including without limitation the Debtors, their present and former employees, administrative agencies, governmental tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, warehousemen, customs brokers, freight forwarders, carriers, and other parties in possession of any Acquired Assets at any time, all creditors, and all other persons holding Interests of any kind arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation of the Debtors' business before the closing of the Transaction, or with respect to any Interests arising out of or related to the Transaction, are forever barred and permanently enjoined from commencing, prosecuting, or continuing in any manner any action or other proceeding of any kind against the Purchaser, its property, its successors and assigns, its employees and agents, its affiliates, or the Acquired Assets. Following the Closing Date, no

holder of an Interest in the Debtors may interfere in any way with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such Interest, or any actions that the Debtors may take in these cases.

J. Any entity in possession of or control over any component of the Acquired Assets must surrender such possession or control either to the Debtors before the Transaction's closing or the Purchaser no later than the Transaction's closing.

K. The Debtors are authorized to assume and assign to the Purchaser the Assumed Contracts effective as of the entry of this Order. Each counterparty to an Assumed Contract is forever barred and enjoined from asserting against the Debtors or the Purchaser, or their respective property, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation arising under or related to the Assumed Contracts existing as of the closing of the Transaction. With respect to the Transaction and the assignment of the Assumed Contracts to the Purchaser as authorized in this Order, any provision in any Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allows a party to such Assumed Contract to terminate, recapture, impose any penalty, or modify any term on the assignment of such Assumed Contract constitutes an unenforceable anti-assignment provision and is void.

L. If any license or permit necessary for the operation of the acquired business is determined not to be an executory contract assumable and assignable under Bankruptcy Code § 365, the Purchaser must apply for and obtain any necessary license or permit promptly after the Transaction's closing. The Debtors' licenses or permits must remain in place for the Purchaser's benefit until the Purchaser obtains all its necessary licenses and permits.

M. Except as provided in paragraph N below, in accordance with the Agreement, the Purchaser must pay to any counter-party to an Assumed Contract any Cure Amount identified on

Exhibit 1 to the Assumption and Cure Notice for that Assumed Contract to cure all monetary defaults and breaches under that Assumed Contract required under Bankruptcy Code § 365(b). The payment of any applicable Cure Amount (a) effects a cure of all defaults existing under the applicable Assumed Contract as of the Transaction's closing, (b) compensates any counter-party to such Assumed Contract for any actual pecuniary loss resulting from such default, and (c) together with the assignment of Assumed Contract to the Purchaser, constitutes adequate assurance of future performance of the Assumed Contract. Any counterparty to an Assumed Contract shall have no remaining claim against the Debtors on account of any alleged breaches under the Assumed Contract.

N. In the event the disputes regarding the proposed cure amounts on Assumed Contracts to which Sony Electronics Inc. and Sony Service Company (collectively, "Sony") is a counterparty (the "Sony Assumed Contracts") are unresolved prior to the closing of the Transaction, the Sony Assumed Contracts shall be assumed and assigned to the Purchaser (unless the Purchaser provides written notice to the Debtors that it does not seek an assumption and assignment of the Sony Assumed Contracts) effective as of the closing of the Transaction, provided (i) the Purchaser will pay into escrow at the closing the disputed portion of the cure amounts with respect to each Sony Assumed Contract (the "Escrowed Funds") as set forth in the Stipulation and Order Regarding Procedures to Resolve Proposed Cure Amounts by and among the Debtors and Sony, which the parties are in the process of finalizing (the "Sony Stipulation"), (ii) will pay the undisputed portion of the cure amounts in the amount of not less than \$34,456.26 with respect to the Sony Assumed Contracts to Sony within two (2) business days after the closing, and (iii) will pay the disputed portion of the cure amounts with respect to each Sony

Assumed Contract from the Escrowed Funds within two (2) business days after a determination by agreement or Court order regarding the correct cure amount.

O. Upon the closing of the transactions contemplated by this Order and the Agreement, the Debtors are directed to pay a portion of the proceeds to Delaware Street to pay and indefeasibly satisfy the DIP Obligations, as that term is defined in the Final DIP Financing Order (including, without limitation, the DIP Obligations incurred under paragraph 6 thereof), upon three (3) business days' written notice to the Committee of the amount to be so paid; provided, that the Committee shall have no right to object to such repayment absent mathematical error. All remaining proceeds shall be retained by the Debtor pending further order of this Court.

P. Nothing in any chapter 11 plan confirmed in the Debtors' cases, any order confirming any such plan, or any other order in these cases (including any order entered after any conversion of these cases into cases under chapter 7) may alter, conflict with, or derogate from the provisions of the Agreement or this Order.

Q. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order and any agreements or instruments executed in connection with this Order, including without limitation jurisdiction to resolve any disputes arising under or related to this Order and to interpret, implement, and enforce this Order's provisions.

R. The Purchaser, the Debtors, all holders of Interests, and any objectors are authorized and directed to enter into any agreement or take any action reasonably necessary or appropriate to consummate the Transaction, transfer title in the Acquired Assets to the Purchaser, and otherwise effect and implement the Agreement and the provisions of this Order.

Dated: FEB 28 2012, 2012


UNITED STATES BANKRUPTCY JUDGE

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED

APPLICATION OF HARTFORD COMPUTER HARDWARE, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION WITH RESPECT TO HARTFORD COMPUTER HARDWARE, INC., NEXICORE SERVICES, LLC, HARTFORD COMPUTER GROUP, INC. AND HARTFORD COMPUTER GOVERNMENT, INC. (COLLECTIVELY, THE "CHAPTER 11 DEBTORS")

Court File No.: CV-11-9514-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF ALANA SHEPHERD
(Sworn on March 2, 2012)

Thornton Grout Finnigan LLP
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Lawyers for the Chapter 11 Debtors

TAB 4

Court File No. CV-11-9514-00CL

HARTFORD COMPUTER HARDWARE INC.

**SECOND REPORT TO THE COURT SUBMITTED BY
FTI CONSULTING CANADA INC., IN ITS CAPACITY AS
INFORMATION OFFICER**

March 02, 2012

**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 CERTAIN PROCEEDINGS TAKEN IN THE
UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN
DISTRICT OF ILLINOIS EASTERN DIVISION WITH RESPECT TO THE
COMPANY LISTED ON SCHEDULE "A" HERETO ("HARTFORD" OR THE
"CHAPTER 11 DEBTORS")**

APPLICATION OF HARTFORD COMPUTER HARDWARE, INC.

**UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED**

**SECOND REPORT TO THE COURT
SUBMITTED BY FTI CONSULTING CANADA INC.
IN ITS CAPACITY AS INFORMATION OFFICER**

INTRODUCTION

1. On December 12, 2011, (the "**Filing Date**") the Chapter 11 Debtors filed voluntary petitions under Chapter 11 of Title 11 of the United States Code (the "**Chapter 11 Proceedings**") in the United States Bankruptcy Court for the Northern District of Illinois Eastern Division (the "**US Bankruptcy Court**").

2. On December 13, 2011, Hartford Computer Hardware, Inc. ("**HCH**") pending formal appointment by the US Bankruptcy Court as a foreign representative of the Chapter 11 Debtors (the "**Foreign Representative**"), commenced proceedings (the "**Recognition Proceedings**") before this Honourable Court. As part of the Recognition Proceedings, the Foreign Representative sought and obtained an Order (the "**Interim Initial Order**") granting certain limited interim relief including an interim stay of proceedings until a request for an Initial Recognition Order and a Supplemental Order (each as defined herein) could be heard.
3. On December 15, 2011, the US Bankruptcy Court made an Order authorizing HCH to act as the Foreign Representative of the Chapter 11 Debtors.
4. On December 21, 2011, the Foreign Representative's motion for the relief set out in the Initial Recognition Order (the "**Initial Recognition Order**") and the Supplemental Order (the "**Supplemental Order**") under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") was heard and the Initial Recognition Order and the Supplemental Order were granted by this Honourable Court.
5. In accordance with the terms of the Supplemental Order, FTI Consulting Canada Inc. ("**FTI Consulting**" or the "**Information Officer**") was appointed as Information Officer. In its capacity as Information Officer, FTI Consulting is maintaining a website where documents relating to the Recognition Proceedings are being made available <http://cfcanada.fticonsulting.com/hartford>.
6. On December 21, 2011, as part of the Supplemental Order the Court granted a recognition order in respect of the following orders: Joint Administration Order; Foreign Representative Order; Prepetition Wages Order; Customer Obligation Order; Prepetition Taxes Order; Utilities Order; Cash Management Order; Claims Agent Order; and Interim DIP Facility Order.

7. On February 1, 2012, the Court granted a recognition order in respect of the following orders: the Final Post Petition Financing Order, (the “**Final DIP Facility Order**”); the Utilities Order; and the Bidding Procedures Order as described herein.
8. The purpose of this, the Second Report of the Information Officer, is to inform the Court on the Foreign Representative’s request for recognition of the Order authorizing the sale of property of the estates under U.S. Bankruptcy Code § 363 and the assumption and assignment of executory contracts and leases under U.S. Bankruptcy Code § 365 made by the U.S. Bankruptcy Court on February 28, 2012 (the “**Sale Order**”).
9. In preparing this report, FTI Consulting has relied solely on information and documents provided by the Foreign Representative, the Chapter 11 Debtors and their counsel. FTI Consulting has not audited, reviewed or otherwise attempted to independently verify the accuracy of completeness of this information. Accordingly, FTI Consulting expresses no opinion or other form of assurance on the information contained herein.
10. Unless otherwise stated, all monetary amounts contained herein are expressed in United States dollars.

THE SALE ORDER

11. As described in the Proposed Information Officer’s pre-filing report, the Chapter 11 Debtors entered into an asset purchase agreement (the “**Stalking Horse Agreement**”) with Avnet Inc. and Avnet International (Canada) Ltd. (together “**Avnet**” or the “**Purchaser**”) for the sale of substantially all of the Chapter 11 Debtors’ assets and the assumption of certain liabilities (the “**Acquired Assets**”) by Avnet (the “**Transaction**”).

12. The Chapter 11 Debtors used the Stalking Horse Agreement to conduct a sales process (the “**Sales Process**”) in order to achieving the highest and best offer for the assets of the Chapter 11 Debtors. The Sales Process was approved by the U.S. Court in an Order (i) approving bidding procedures, (ii) granting certain bid protections, (iii) approving form and manner of sale notices, and (iv) setting sale hearing date in connection with sale of substantially all of the Chapter 11 Debtors’ assets made by the U.S. Bankruptcy Court on January 26, 2012 (the “**Bidding Procedures Order**”).

13. The Chapter 11 Debtors engaged Paragon Capital Partners, LLC (“**Paragon**”) to conduct the Sales Process on their behalf. In reviewing the Declaration Of Michael E. Levy In Support Of The Sale Motion filed in the Chapter 11 Proceedings on February 25, 2012, Paragon states that it undertook the following activities to actively market the business of the Chapter 11 Debtors:
 - (a) Subsequent to the Filing Date, Paragon contacted 81 of the approximately 91 companies contacted during the pre-petition sales process with regards to the Acquired Assets. The other entities were not contacted as it was determined that they would be unlikely to have the ability to submit qualifying bids for financial reasons;

 - (b) In addition, Paragon contacted approximately 70 other companies including approximately 41 operating companies and approximately 29 private equity firms, believing that this combination constituted the appropriate universe of potential strategic and financial acquirers for the Acquired Assets;

 - (c) During the post-petition Sales Process, Paragon actively pursued and engaged with potential buyers to solicit interest, and provided extensive information to interested parties;

- (d) Following the approval of the Bid Procedures by the U.S. Court on January 26, 2012, Paragon disseminated the final Bid Procedures to all potential buyers; and
 - (e) Notice of the Sales Process was placed in the Wall Street Journal on January 31, 2012 by the Chapter 11 Debtors.
14. In total Paragon reached out to approximately 161 companies with respect to the Sales Process and the Acquired Assets. Pursuant to the Bidding Procedures Order, the deadline for the submission of competing bids for Acquired Assets was 5:00 p.m. Chicago Time, February 20, 2012, (the “**Bid Deadline**”). Despite significant efforts on the part of Paragon and the Chapter 11 Debtors to market the Acquired Assets, no competing proposals were received by the Bid Deadline.
 15. It appears from this information that the marketing efforts undertaken during the Sales Process were thorough and extensive and that the Stalking Horse Agreement represents the highest and best offer for the assets of the Chapter 11 Debtors.
 16. In granting the Sale Order on February 28, 2012, the U.S. Bankruptcy Court concluded, *inter alia*, that the Transaction is in the best interest of the estates of the Chapter 11 Debtors and their creditors.

SUMMARY

17. In considering the information that has been made available to the Information Officer, the Information Officer is of the view that it is fair and appropriate for this Honourable Court to grant an Order recognizing the Sale Order described herein issued in the Chapter 11 Proceeding.

The Information Officer respectfully submits to the Court this Second Report.

Dated this 2nd day of March, 2012.

FTI Consulting Canada Inc.
The Information Officer of
Hartford Computer Hardware, Inc.



*on behalf
of*

Greg Watson
Senior Managing Director



Toni Vanderlaan
Managing Director

TAB 5

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

THE HONOURABLE MR.) FRIDAY, THE 9th
)
JUSTICE MORAWETZ) DAY OF MARCH, 2012

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED**

**APPLICATION OF HARTFORD COMPUTER HARDWARE, INC.
UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN
THE UNITED STATES BANKRUPTCY COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION WITH
RESPECT TO HARTFORD COMPUTER HARDWARE, INC.,
NEXICORE SERVICES, LLC, HARTFORD COMPUTER GROUP,
INC. AND HARTFORD COMPUTER GOVERNMENT, INC.
(COLLECTIVELY, THE "CHAPTER 11 DEBTORS")**

RECOGNITION, APPROVAL AND VESTING ORDER

THIS MOTION, made by Hartford Computer Hardware, Inc. (the "**Applicant**"), in its capacity as the foreign representative (the "**Foreign Representative**") of the Chapter 11 Debtors in the proceedings commenced on December 12, 2011 in the United States Bankruptcy Court for the Northern District of Illinois Eastern Division (the "**U.S. Court**") under Chapter 11 of Title 11 of the United States Code (the "**Chapter 11 Proceeding**"), pursuant to section 49 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, substantially in the form enclosed in the Applicant's Motion Record, recognizing the

Sale Order (as defined herein) granted by the U.S. Court was heard this day at 330 University Avenue, Toronto, Ontario;

ON READING the notice of motion dated March 2, 2012 (the “**Notice of Motion**”), the affidavit of Brian Mittman sworn on February 28, 2012, the affidavit of Alana Shepherd sworn on March 2, 2012 and the second report of FTI Consulting Canada Inc., in its capacity as Information Officer dated March 2, 2012 (the “**Information Officer’s Second Report**”), each filed;

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and counsel for Avnet International (Canada) Ltd. and Avnet, Inc., no one appearing for Delaware Street Capital Master Fund, L.P. (the “**DIP Lender**”) or for any other person on the Service List although duly served as appears from the affidavit of service of Bobbie-Jo Brinkman sworn on March 2, 2012,

SERVICE

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

RECOGNITION OF FOREIGN SALE ORDER

2. **THIS COURT ORDERS AND DECLARES** that the Order authorizing the sale of property of the estates under U.S. Bankruptcy Code § 363 and the assumption and assignment of executory contracts and leases under U.S. Bankruptcy Code § 365 (the “**Sale Order**”) of the U.S. Court made in the Chapter 11 Proceeding attached to this Order as Schedule “A” is hereby

recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA and shall be implemented and become effective in all provinces and territories of Canada upon the issuance of this Order in accordance with its terms.

ADDITIONAL PROVISIONS REGARDING APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement between the Chapter 11 Debtors, Hartford Computer Group, Inc. and Nexicore Services, LLC, and Avnet, Inc. and Avnet International (Canada) Ltd. (the “**Canadian Purchaser**” and collectively with Avnet, Inc., the “**Purchaser**”) dated December 12, 2011 (the “**Agreement**”) is hereby approved. The Chapter 11 Debtors are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and, in particular, for the conveyance of the Canadian Assets (as defined in the Agreement) to the Canadian Purchaser.

4. **THIS COURT ORDERS AND DECLARES** that upon Closing (as defined in the Agreement), all of the Chapter 11 Debtors’ right, title and interest in and to the Canadian Assets described in the Agreement shall vest absolutely in the Canadian 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: (i) any encumbrances or charges created by the Supplemental Order of the Honourable Justice

Morawetz dated December 21, 2011; and (ii) 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”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Canadian Assets are hereby expunged and discharged as against the Canadian Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Canadian Assets shall stand in the place and stead of the Canadian Assets, and that from and after Closing all Claims and Encumbrances shall attach to the net proceeds from the sale of the Canadian Assets with the same priority as they had with respect to the Canadian Assets immediately prior to the sale, as if the Canadian 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.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the relevant Chapter 11 Debtors are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Chapter 11 Debtor’s records pertaining to the Chapter 11 Debtor’s past and current Canadian 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 the Chapter 11 Debtors.

7. **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 *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Chapter 11 Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any Chapter 11 Debtor;

the vesting of the Canadian Assets in the Canadian Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Chapter 11 Debtors and shall not be void or voidable by creditors of the Chapter 11 Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario), Section 6 of the *Retail Sales Tax Act* (Ontario) and any equivalent or similar legislation under any province or territory in Canada and that such legislation does not apply to the Transaction.

9. **THIS COURT ORDERS AND DECLARES** that each of the Chapter 11 Debtors and the Purchaser have leave to reapply for a further Order or Orders that may be necessary to carry out the terms of the Transaction.

10. **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 Foreign Representative, the other Chapter 11 Debtors and their 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 Foreign Representative and the other Chapter 11 Debtors as may be necessary or desirable to give effect to this Order or to assist Foreign Representative, the other Chapter 11 Debtors and their agents in carrying out the terms of this Order.

INFORMATION OFFICER'S REPORT

11. **THIS COURT ORDERS** that the Information Officer's Second Report and the activities of the Information Officer as described therein be and are hereby approved.

SCHEDULE "A"

Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Chapter 11
)
HARTFORD COMPUTER HARDWARE,)
INC., *et al.*,¹) Case No. 11-49744 (PSH)
) (Joint Administration Pending)
)
Debtors.) Hon. Pamela S. Hollis

**ORDER AUTHORIZING THE SALE OF PROPERTY OF THE ESTATES UNDER
BANKRUPTCY CODE § 363 AND THE ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND LEASES UNDER BANKRUPTCY CODE § 365**

This matter comes before the Court for entry of a final order on the *Debtors' Motion Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and Fed. R. Bankr. P. 2002, 6004, 6006 for (I) Entry of an Order (A) Approving Bidding Procedures; (B) Granting Certain Bid Protections; (C) Approving Form and Manner of Sale Notices; (D) Setting Sale Hearing Date in Connection With Sale of Substantially All of Debtors' Assets; and (II) Entry of an Order (A) Approving the Sale of Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption And Assignment of Certain Executory Contracts and Unexpired Leases; (C) the Assumption of Certain Liabilities; and (D) Granting Certain Related Relief (the "Motion")²; the Court having reviewed the Motion, the Declaration of Brian Mittman in Support of the Sale Motion, and the Declaration of Michael Levy in Support of the Sale Motion; the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. § 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (d) notice of the Motion is sufficient under the*

¹ The Debtors are Hartford Computer Hardware, Inc. (FEIN 27-4297525), Nexicore Services, LLC (FEIN 03-0489686), Hartford Computer Group, Inc. (FEIN 36-2973523), and Hartford Computer Government, Inc (FEIN 20-0845960).

² Capitalized terms not defined herein shall have the meaning given to them in the Motion.

circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted in this order;

THE COURT FINDS AND CONCLUDES that:

1. In accordance with this Court's *Order (i) Approving Bidding Procedures, (ii) Granting Bid Protections, (iii) Approving Form and Manner of Sale Notices, and (iv) Setting Sale Hearing Date in Connection With Sale of Substantially All of the Debtors' Assets* (Docket No. 128) (the "Sale Procedures Order"), the Debtors served notice of, among other things, the Motion, the proposed sale of the Acquired Assets, the proposed assumption and assignment of the Contracts and Leases, the proposed Cure Amounts, the opportunity to submit Competing Bids, the deadline to object to the Court's entry of an order granting the Motion, and the date and time of the final hearing on the Motion on all parties required to receive such notice under the Sale Procedures Order, including, without limitation, all creditors and all counterparties to the Contracts and Leases. (See Affidavit of Service filed on February 9, 2012, Docket No. 158; Affidavit of Service filed on February 13, 2012, Docket No. 168.) In addition, pursuant to the Sale Procedures Order, the Debtors caused to be published a notice of the sale, the deadline to object to the Court's entry of an order granting the Motion, and the date and time of the final hearing on the Motion in the national edition of *The Wall Street Journal*. (See Affidavit of Publication of Notice of Sale in *The Wall Street Journal* filed on February 9, 2012, Docket No. 160.) Such notice was adequate under Bankruptcy Rules 2002, 6004, and 6006 and the circumstances of these cases; no additional notice is necessary.

2. The Debtors received one Qualified Bid, which was made by the stalking-horse bidders Avnet, Inc. and Avnet International (Canada) Ltd. (collectively, the "Purchaser") pursuant to the *Asset Purchase Agreement* dated December 12, 2011 (the "Agreement").

3. Having received no Qualified Bids from any Qualified Bidders by the deadlines set forth in the Sale Procedures Order, other than the Purchaser's Qualified Bid, the Debtors cancelled the Auction.

4. The Court considered the Motion and conducted a hearing (the "Sale Hearing") on February 28, 2012, at which statements of counsel for the Debtors, any objectors, the Official Committee of Unsecured Creditors (the "Committee"), Delaware Street Capital Master Fund, L.P. ("Delaware Street"), and the Purchaser were heard.

5. The Debtor has identified, and the Court recognizes, the Purchaser as the prevailing bidder for the Acquired Assets in accordance with the Sale Procedures Order. The Purchaser's bid is the highest and best bid for the Acquired Assets, and the Purchase Price represents the highest value for the Acquired Assets under the circumstances. With the entry of this Order, the Purchaser's bid has no material unsatisfied conditions, is not subject to significant execution risk, and therefore should be able to close pursuant to the terms of the Agreement.

6. The transactions contemplated in the Agreement and this Order (the "Transaction"), including an immediate sale of the Acquired Assets to the Purchaser and the Debtors' assumption and assignment to the Purchaser of the Assumed Contracts, are in the best interests of the estates and creditors.

7. The Debtors have demonstrated sufficient and sound business justifications and compelling circumstances for the sale of the Acquired Assets other than in the ordinary course of the Debtors' business under Bankruptcy Code § 363(b) before, and outside of, a plan of reorganization because, among other things, the immediate consummation of the Transaction with the Purchaser is necessary and appropriate to maximize the value of the estates. Entry of an

order in the form and substance of this Order is a necessary condition precedent to the Purchaser's consummation of the Transaction.

8. The Purchaser and the Debtors negotiated the sale of the Acquired Assets without collusion, in good faith, and at arm's length. The Purchaser is, therefore, entitled to the protections afforded under Bankruptcy Code § 363(m). There was no agreement among the Purchaser, any of the Qualified Bidders, and any other potential bidder for the Acquired Assets, to control the price to be paid for the Acquired Assets under the Motion. Accordingly, nothing would cause the sale authorized by this Order to be avoided under Bankruptcy Code § 363(n).

9. The Debtors are the sole, lawful owners of the Acquired Assets. The transfer of the Acquired Assets to the Purchaser under the Agreement will be a legal, valid, and effective transfer of the Acquired Assets, vesting the Purchaser with all title to the Acquired Assets free and clear of all liens, claims (as defined in Bankruptcy Code § 101(5)), encumbrances, obligations, liabilities, contractual commitments, or interests of any kind (collectively, the "Interests"), including without limitation (i) any Interest that purports to give a party a right to forfeit, modify, or terminate the Debtors' interests in the Acquired Assets, or any similar right, and (ii) any Interest relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' business before the closing of the sale authorized in this Order. All Interests shall attach to the proceeds, including, without limitation, all elements of the "Purchase Price" as defined in Section 3.2(a) of the Agreement, attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity and in the same priority that such Interests now have against the Acquired Assets or their proceeds, subject to any rights, claims, and defenses the Debtors or their estates may possess with respect to such Interests, including any ultimately successful "Challenge" (as that

term is defined in the *Final Order (I) Authorizing the Debtors to Obtain Post-Petition Financing Pursuant to 11 U.S.C. § 364, (II) Authorizing the Use of Cash Collateral Pursuant to 11 U.S.C. § 363, (III) Granting Adequate Protection to the Prepetition Secured Lender Pursuant to 11 U.S.C. §§ 361 and 363, and (IV) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001*, hereinafter the "Final DIP Financing Order") [Dkt. No. 137] asserted by any party ultimately determined to have the requisite standing.

10. The Debtors may sell the Acquired Assets free and clear of all Interests because, with respect to each Interest, one or more of the standards set forth in Bankruptcy Code § 363(f)(1)-(5) is satisfied. Each entity asserting an Interest in the Acquired Assets: (i) has, subject to the terms and conditions of this Order, consented or is deemed to have consented to the sale of the Acquired Assets; (ii) has an Interest that is subject to bona fide dispute; (iii) could be compelled in a legal or equitable proceeding to accept money satisfaction of its Interest; or (iv) otherwise falls within the provisions of Bankruptcy Code § 363(f). Those holders of Interests who did not timely object to the Motion are deemed, subject to the terms of this Order, to have consented under Bankruptcy Code § 363(f)(2). All holders of Interests are adequately protected by having their Interests attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted.

11. The Debtors' assumption and assignment to the Purchaser of the Assumed Contracts is integral to the Agreement and is in the best interests of the Debtors and their estates, creditors, and all other parties in interest, and represents the reasonable exercise of the Debtors' business judgment. The Debtors or the Purchaser have, to the extent necessary, cured or provided adequate assurance of cure of any default existing before the date of this Order with respect to the Assumed Contracts within the meaning of Bankruptcy Code § 365(b)(1)(A) and (f)(2)(A).

The Purchaser's promise to perform the obligations under the Assumed Contracts after closing constitutes adequate assurance of future performance within the meaning of Bankruptcy Code § 365(b)(1)(C), (b)(3) (to the extent applicable), and (f)(2)(B).

12. The Transaction may include the transfer of Personally Identifiable Information, as defined in Bankruptcy Code § 101(41A). No Consumer Privacy Ombudsman need be appointed because the Purchaser has agreed to adhere to any privacy policies applying to the Debtors.

13. The objections filed by any objectors have been resolved or withdrawn based on the provisions of this Order to which all objectors, the Purchaser, and the Debtors stipulate as indicated by their respective signatures of counsel below.

14. Good cause appears for granting the relief requested in the Motion.

IT IS HEREBY ORDERED as follows:

A. The Motion is GRANTED as provided in this Order.

B. All objections to the Motion or the relief requested in the Motion that have not been made, withdrawn, waived, or settled, and all reservations of rights included any such objection, are overruled on the merits.

C. The Agreement and the Transaction are APPROVED as provided in this Order. The Debtors are authorized and directed to: (a) execute the Agreement, along with any additional documents that may be reasonably necessary or appropriate to implement the Agreement but do not materially change the its terms; (b) consummate the Transaction; and (c) take any action reasonably necessary to implement the Transaction in a manner not inconsistent with this Order. The Agreement and any related agreements and documents may be modified by the parties to it, in writing and in accordance with its terms, without further order of this Court if the modification

does not materially and adversely affect the estates, and upon three (3) business days' prior written notice to the Committee and Delaware Street.

D. The stays of this Order under Bankruptcy Rules 6004(h) and 6006(d) are waived. This Order is effective and enforceable immediately on entry.

E. Except as expressly provided in the Agreement or this Order, the sale of the Acquired Assets to the Purchaser is free and clear of all Interests under Bankruptcy Code § 363(f). All Interests are released, terminated, and discharged as to the Acquired Assets and the Purchaser (and its successors and assigns). Any Interest, if valid, legal, and enforceable, shall attach to, and be satisfied, if at all, from the proceeds of the sale, including, without limitation, all elements of the "Purchase Price" as set forth in Section 3.2(a) of the Agreement, in the same order and priority as the Interest had in the Acquired Assets before the sale.

F. The Transaction, the Agreement, and all of its related documents constitute a duly authorized, legally valid, and binding transfer, specifically performable and enforceable against, and not subject to rejection or avoidance by, the Debtors or any representative of the Debtors' estates under any chapter of the Bankruptcy Code. Every federal, state, and local governmental agency or department is directed to accept any document or instrument necessary and appropriate to consummate the transactions contemplated by this Order. The Transaction may not be avoided under Bankruptcy Code § 363(n).

G. The purchase of the Acquired Assets is undertaken by the Purchaser in good faith, as that term is used in Bankruptcy Code §363(m). Accordingly, the reversal or modification on appeal of the authorization provided in this Order to consummate the Transaction will not affect the validity of the sale of the Acquired Assets to the Purchaser, unless this Order is duly stayed

pending such an appeal. The Purchaser, as a purchaser in good faith of the Acquired Assets, is entitled to all protections afforded under Bankruptcy Code § 363(m).

H. Under no circumstance may the Purchaser or any of its affiliates be deemed a successor of any one of the Debtors for any Interest in the Acquired Assets. Any person holding an Interest in any component of the Acquired Assets is permanently enjoined from asserting, prosecuting, or otherwise pursuing its Interest against the Purchaser, its property, its affiliates, its successors, its assignees, its employees, its agents, or against the Acquired Assets with respect to that Interest. The provisions of this paragraph and all other provisions of this Order are intended to have effect in all federal, state, and local jurisdictions in the United States and, in accordance with the Recognition Orders, in all federal, provincial, and local jurisdictions in Canada.

I. On and after the closing of the Transaction, no holder of an Interest or any claim against any Debtor or its estate may interfere with Purchaser's title to, or use and enjoyment of, the Acquired Assets. All entities, including without limitation the Debtors, their present and former employees, administrative agencies, governmental tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, warehousemen, customs brokers, freight forwarders, carriers, and other parties in possession of any Acquired Assets at any time, all creditors, and all other persons holding Interests of any kind arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation of the Debtors' business before the closing of the Transaction, or with respect to any Interests arising out of or related to the Transaction, are forever barred and permanently enjoined from commencing, prosecuting, or continuing in any manner any action or other proceeding of any kind against the Purchaser, its property, its successors and assigns, its employees and agents, its affiliates, or the Acquired Assets. Following the Closing Date, no

holder of an Interest in the Debtors may interfere in any way with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such Interest, or any actions that the Debtors may take in these cases.

J. Any entity in possession of or control over any component of the Acquired Assets must surrender such possession or control either to the Debtors before the Transaction's closing or the Purchaser no later than the Transaction's closing.

K. The Debtors are authorized to assume and assign to the Purchaser the Assumed Contracts effective as of the entry of this Order. Each counterparty to an Assumed Contract is forever barred and enjoined from asserting against the Debtors or the Purchaser, or their respective property, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation arising under or related to the Assumed Contracts existing as of the closing of the Transaction. With respect to the Transaction and the assignment of the Assumed Contracts to the Purchaser as authorized in this Order, any provision in any Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allows a party to such Assumed Contract to terminate, recapture, impose any penalty, or modify any term on the assignment of such Assumed Contract constitutes an unenforceable anti-assignment provision and is void.

L. If any license or permit necessary for the operation of the acquired business is determined not to be an executory contract assumable and assignable under Bankruptcy Code § 365, the Purchaser must apply for and obtain any necessary license or permit promptly after the Transaction's closing. The Debtors' licenses or permits must remain in place for the Purchaser's benefit until the Purchaser obtains all its necessary licenses and permits.

M. Except as provided in paragraph N below, in accordance with the Agreement, the Purchaser must pay to any counter-party to an Assumed Contract any Cure Amount identified on

Exhibit I to the Assumption and Cure Notice for that Assumed Contract to cure all monetary defaults and breaches under that Assumed Contract required under Bankruptcy Code § 365(b). The payment of any applicable Cure Amount (a) effects a cure of all defaults existing under the applicable Assumed Contract as of the Transaction's closing, (b) compensates any counter-party to such Assumed Contract for any actual pecuniary loss resulting from such default, and (c) together with the assignment of Assumed Contract to the Purchaser, constitutes adequate assurance of future performance of the Assumed Contract. Any counterparty to an Assumed Contract shall have no remaining claim against the Debtors on account of any alleged breaches under the Assumed Contract.

N. In the event the disputes regarding the proposed cure amounts on Assumed Contracts to which Sony Electronics Inc. and Sony Service Company (collectively, "Sony") is a counterparty (the "Sony Assumed Contracts") are unresolved prior to the closing of the Transaction, the Sony Assumed Contracts shall be assumed and assigned to the Purchaser (unless the Purchaser provides written notice to the Debtors that it does not seek an assumption and assignment of the Sony Assumed Contracts) effective as of the closing of the Transaction, provided (i) the Purchaser will pay into escrow at the closing the disputed portion of the cure amounts with respect to each Sony Assumed Contract (the "Escrowed Funds") as set forth in the Stipulation and Order Regarding Procedures to Resolve Proposed Cure Amounts by and among the Debtors and Sony, which the parties are in the process of finalizing (the "Sony Stipulation"), (ii) will pay the undisputed portion of the cure amounts in the amount of not less than \$34,456.26 with respect to the Sony Assumed Contracts to Sony within two (2) business days after the closing, and (iii) will pay the disputed portion of the cure amounts with respect to each Sony

Assumed Contract from the Escrowed Funds within two (2) business days after a determination by agreement or Court order regarding the correct cure amount.

O. Upon the closing of the transactions contemplated by this Order and the Agreement, the Debtors are directed to pay a portion of the proceeds to Delaware Street to pay and indefeasibly satisfy the DIP Obligations, as that term is defined in the Final DIP Financing Order (including, without limitation, the DIP Obligations incurred under paragraph 6 thereof), upon three (3) business days' written notice to the Committee of the amount to be so paid; provided, that the Committee shall have no right to object to such repayment absent mathematical error. All remaining proceeds shall be retained by the Debtor pending further order of this Court.

P. Nothing in any chapter 11 plan confirmed in the Debtors' cases, any order confirming any such plan, or any other order in these cases (including any order entered after any conversion of these cases into cases under chapter 7) may alter, conflict with, or derogate from the provisions of the Agreement or this Order.

Q. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order and any agreements or instruments executed in connection with this Order, including without limitation jurisdiction to resolve any disputes arising under or related to this Order and to interpret, implement, and enforce this Order's provisions.

R. The Purchaser, the Debtors, all holders of Interests, and any objectors are authorized and directed to enter into any agreement or take any action reasonably necessary or appropriate to consummate the Transaction, transfer title in the Acquired Assets to the Purchaser, and otherwise effect and implement the Agreement and the provisions of this Order.

Dated: FEB 28 2012, 2012


UNITED STATES BANKRUPTCY JUDGE

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED

APPLICATION OF HARTFORD COMPUTER HARDWARE, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION WITH RESPECT TO HARTFORD COMPUTER HARDWARE, INC., NEXICORE SERVICES, LLC, HARTFORD COMPUTER GROUP, INC. AND HARTFORD COMPUTER GOVERNMENT, INC. (COLLECTIVELY, THE "CHAPTER 11 DEBTORS")

Court File No.: CV-11-9514-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

RECOGNITION, APPROVAL AND VESTING ORDER
(MARCH 9, 2012)

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MOTION RECORD
(returnable on March 9, 2012)

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