

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

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



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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, Inc. and Avnet International (Canada) Ltd. (the “**Canadian Purchaser**” and collectively with Avnet, Inc., the “**Purchaser**”), 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 5, 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 pursuant to 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 the Purchaser dated December 12, 2011 (the “**Agreement**”) 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 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 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.

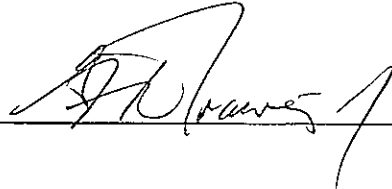
INFORMATION OFFICER'S REPORT

10. **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.

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



MAR 12 2012



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,) 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 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 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

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

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