

**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., <i>et al.</i> , ¹)	(Joint Administration Pending)
)	
Debtors.)	Hon. Pamela S. Hollis

**MOTION FOR AN ORDER APPOINTING KURTZMAN CARSON
CONSULTANTS LLC AS THE OFFICIAL CLAIMS AND NOTICING AGENT
AND TO PROVIDE OTHER ESSENTIAL SERVICES TO THE ESTATES**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) submit this motion for entry of an order appointing Kurtzman Carson Consultants LLC (“KCC”) as claims processing and noticing agent (the “Claims Agent”) for the Debtors in these chapter 11 cases. In support of this motion, the Debtors submit the Declaration of Brian Mittman in Support of Chapter 11 Petitions and First Day Motions and Applications, sworn to on the date hereof (the “Declaration in Support of First Day Relief”), and the Declaration of Albert H. Kass (the “Kass Declaration” attached hereto as **Exhibit A**) and respectfully represent as follows:

INTRODUCTION

1. On the date hereof (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), together with various motions and applications seeking certain typical “first day” orders.

2. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

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).



3. No request has been made for the appointment of a trustee or examiner, and no official committee(s) has been appointed in these cases.

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of the Debtors' chapter 11 cases and this motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b)(2).

5. The statutory bases for the relief requested herein are section 156(c) of the Bankruptcy Code and Rule 2002(f) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Bankruptcy Rule 1007-2.

BACKGROUND

6. The Debtors are one of the leading providers of repair and installation services in North America for consumer electronics and computers. The Debtors operate in three complementary business lines: parts distribution and repair, depot repair, and onsite repair and installation. Products serviced include laptop and desktop computers, commercial computer systems, flat-screen television, consumer gaming units, printers, interactive whiteboards, peripherals, servers, POS devices, and other electronic devices.

7. A more detailed explanation of the Debtors' businesses and operations, and the events leading to the commencement of these cases, is provided in the Declaration of Brian Mittman filed in Support of First Day Relief contemporaneously herewith and which is incorporated herein by reference.

RELIEF REQUESTED

8. By this motion, the Debtors request the issuance and entry of an order, pursuant to Bankruptcy Rule 2002(f) and 28 U.S.C. § 156(c), appointing KCC to act as the official Claims Agent of the Clerk of the Bankruptcy Court in order to assume full responsibility for the distribution of notices and proofs of claim, and maintenance, processing and docketing of proofs

of claim filed in the Debtors' chapter 11 cases, and to provide such additional services as are described herein below.

9. KCC has substantial experience in matters of this size and complexity and has acted as the official notice, claims and solicitation agent in many large bankruptcy cases in this District and other districts nationwide. *See, e.g., In re Giordano's Enterprises, Inc., et al.*, Case No. 11-06098 (Bankr. N.D. Ill. Feb. 16, 2011); *In re Gas City, Ltd., et al.*, Case No. 10-47879 (Bankr. N.D. Ill. Oct. 26, 2010); *In re AMCORE Financial, Inc.*, Case No. 10-37144 (Bankr. N.D. Ill. Aug. 19, 2010); *In re XMH CORP. 1 (f/k/a Hartmarx Corporation), et al.*, Case No. 09-02046 (Bankr. N.D. Ill. 2009); *In re Kimball Hill, Inc., et al.*, Case No. 08-10095 (Bankr. N.D. Ill. 2008); *In re NewPage Corporation, et al.*, Case No. 11-12804 (Bankr. D. Del. Sept. 7, 2011); *In re DSI Holdings, Inc., et al.*, Case No. 11-11941 (Bankr. D. Del. June 26, 2011); *In re Nebraska Book Co., Inc., et al.*, Case No. 11-12005 (Bankr. D. Del. June 27, 2011); *In re Caribe Media, Inc., et al.*, Case No. 11-11387 (Bankr. D. Del. May 3, 2011); *In re Barnes Bay Development, Ltd., et al.*, Case No. 11-10792 (Bankr. D. Del. March 17, 2011); *In re New Stream Secured Capital, Inc., et al.*, Case No. 11-10753 (Bankr. D. Del. March 13, 2011); *In re Ultimate Acquisition Partners, LP*, Case No. 11-10245 (Bankr. D. Del. January 26, 2011); *In re Javo Beverage Co., Inc.*, Case No. 11-10212 (Bankr. D. Del. January 24, 2011); *In re Appleseed's Intermediate Holdings LLC*, Case No. 11-10160 (Bankr. D. Del. January 19, 2011); *In re Constar Int'l Inc.*, Case No. 11-10109 (Bankr. D. Del. January 11, 2011); *In re Local Insight Media Holdings, Inc., et al.*, Case No. 10-13677 (Bankr. D. Del. November 17, 2010); *In re Claim Jumper Restaurants, LLC, et al.*, Case No. 10-12819 (Bankr. D. Del. September 10, 2010); *In re Caribbean Petroleum Corp., et al.*, Case No. 10-12553 (Bankr. D. Del. August 12, 2010); *In re American Safety Razor Company, LLC, et al.*, Case No. 10-12351 (Bankr. D. Del.

July 28, 2010); *In re Marco Polo Seatrade B.V., et al.*, Case No. 11-13634 (Bankr. S.D.N.Y. July 29, 2011); *In re MSR Resort Golf Course LLC, et al.*, Case No. 11-10372 (Bankr. S.D.N.Y. February 1, 2011); *In re Vertis Holdings, Inc.*, Case No. 10-16170 (Bankr. S.D.N.Y. November 17, 2010); *In re American Media, Inc.*, Case No. 10-16140 (Bankr. S.D.N.Y. November 17, 2010); *In re Loehmann's Holdings, Inc.*, Case No. 10-16077 (Bankr. S.D.N.Y. November 15, 2010); *In re Archdiocese of Milwaukee*, Case No. 11-20059 (Bankr. E.D. Wisc. January 4, 2011); *In re Ecoly Int'l, Inc., et al. (a/k/a Sexy Hair Concepts, LLC)*, Case No. 10-25922 (Bankr. C.D. Cal. December 21, 2010); *In re Black Gaming, LLC*, No. 10-13301 (Bankr. D. Nev. Mar. 5, 2010); *In re Movie Gallery, Inc.*, No. 10-30696 (Bankr. E.D. Va. Feb. 3, 2010).

10. As is more fully set forth in the Kass Declaration, KCC and the Debtors have entered into an agreement with respect to the services KCC will provide to the Debtors (the “Services Agreement”), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference.

11. Under the Services Agreement, at the request of the Debtors or the office of the Clerk of the Court (the “Clerk's Office”), KCC will provide the following services (the “Services”) as the Claims Agent:

- A. Prepare and serve notices in these chapter 11 cases at the request of the Debtors or the Court, including:
 - i. notice of commencement of these chapter 11 cases;
 - ii. notice of claims bar dates (and to the extent supplemental notice is necessary or appropriate);
 - iii. notice of objections to claims, and any applicable response deadlines;
 - iv. notice of any hearings on a motion for the sale of the Debtors' assets;

- v. notice of any hearings on a disclosure statement and confirmation of a chapter 11 plan; and
 - vi. other miscellaneous notices to any entities, as the Debtors or the Court deem necessary or appropriate for an orderly administration of these chapter 11 cases.
- B. Within seven days after the mailing of particular notice, file with the Clerk's Office a certificate or affidavit of service that includes a copy of notice involved, an alphabetical list of persons to whom the notice was mailed, and the date of mailing;
- C. Efficiently and effectively notice, docket and maintain proofs of claim and proofs of interest, including:
 - i. At any time, upon request, satisfying the Court that it has the capability to efficiently and effectively notice, docket and maintain proofs of claim and proofs of interest;
 - ii. Maintaining copies of all proofs of claim and proofs of interest filed;
 - iii. Maintaining official claims registers by docketing all proofs of claim and proofs of interest on claims registers, including the following information: (a) the name and address of the claimant and any agent thereof, if an agent filed the proof of claim or proof of interest; (b) the date received; (c) the claim number assigned; and (d) the asserted amount and classification of the claim;
 - iv. Implementing necessary security measures to ensure the completeness and integrity of the claims register;
 - v. Maintaining all original proofs of claim in correct claim number order, in an environmentally secure area and protect the integrity of such original documents from theft and/or alteration;
 - vi. Transmitting to the Clerk's office a copy of the claims register on a regular basis;
 - vii. Maintaining an up-to-date mailing list for all entities that have filed a proof of claim or proof of interest, which list shall be available upon request of a party in interest or the Clerk's office;
 - viii. Providing access to the public for examination of copies of the proofs of claim or interest during regular business hours;

ix. Recording all transfers of claims pursuant to Bankruptcy Rule 3002(e) and providing notice of such transfers as required by Bankruptcy Rule 3001(e); and

x. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe;

D. Providing such other claims processing, noticing, and administrative services as may be requested from time to time by the Debtors.

12. In addition to the foregoing, KCC may assist with, among other things: (A) maintaining and updating the master mailing lists of creditors; (B) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs; (C) tracking and administration of claims; and (D) performing other administrative tasks pertaining to the administration of the chapter 11 cases, as may be requested by the Debtors or the Clerk's Office. KCC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

BASIS FOR RELIEF

13. The Court is empowered to "utilize facilities or services . . . which pertain to the provision of notices, dockets, calendars and other administrative information to parties in cases filed under the [Bankruptcy Code], where the cost of such facilities or services are paid for out of the assets of the estates and not charged to the United States." 28 U.S.C. § 156(c).

14. Moreover, pursuant to LBR 1007-2, if there are more than 500 creditors in a case, debtors must employ an entity approved by the Clerk's Office to assist them in maintaining the claims registry.

15. The Debtors estimate that there are more than 1,120 potential creditors and other parties in interest who require notice of various matters. Given this estimate, it would be highly burdensome on the Court and the Clerk's Office to perform the services that KCC will perform.

To relieve the Clerk's Office of these burdens, the Debtors propose to appoint KCC as their notice and claims agent in these chapter 11 cases.

16. The Debtors respectfully submit that the retention of KCC is necessary for the Debtors to effectively: (a) maintain the list of creditors; (b) effect the noticing that may be required in these chapter 11 cases; (c) process the receipt, docketing, maintenance, recordation, and transmittal of proofs of claim in these chapter 11 cases; and (d) facilitate the Debtors' compliance with their reporting duties.

17. As set forth in the Kass Declaration, and to the best of the Debtors' knowledge, information and belief, other than in connection with these chapter 11 cases, KCC has no material connection with the Debtors, the United States Trustee or the other parties in interest, or their respective attorneys or accountants, except as set forth therein.

18. To the best of the Debtors' knowledge, information and belief, KCC represents no interest materially adverse to the Debtors or their estates in the matters for which KCC is proposed to be retained. The Debtors believe that KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code. The Debtors submit that their employment of KCC is in the best interest of the Debtors and their estates and creditors. The Debtors' knowledge, information and belief regarding the matters set forth herein are based on the Kass Declaration. If KCC discovers additional information that it believes requires disclosure, KCC will promptly file a supplemental disclosure with the Court.

19. In the Kass Declaration, Mr. Kass further represents, among other things, that:

- A. KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims Agent in these chapter 11 cases;
- B. By accepting employment in these chapter 11 cases, KCC waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;

- C. In its capacity as the Claims Agent in these chapter 11 cases, KCC will not be an agent of the United States and will not act on behalf of the United States; and
- D. KCC will not employ any past or present employees of the Debtors in connection with its work as the Claims Agent in these chapter 11 cases.

20. The Debtors propose that the cost of KCC's services be paid from the Debtors' estates as provided by 28 U.S.C. § 156(c) and Bankruptcy Code § 503(b)(1)(A).

21. The compensation to be provided by the Debtors to KCC for services rendered is set forth in the fee schedule appended to the Services Agreement. KCC's normally hourly rates range from \$40.00 to \$295.00 per hour. The hourly rates set forth above are subject to annual periodic adjustments. Immediately prior to the commencement of this case, the Debtor paid KCC a retainer of \$25,000. As of the commencement of this case, the retainer had not been drawn upon. The Debtors believe that such compensation is fair, reasonable, and customary for these types of engagements.

22. As part of the overall compensation payable to KCC under the terms of the Services Agreement, the Debtors have agreed to certain indemnification and contribution obligations. The Services Agreement provides that the Debtors will indemnify and hold harmless KCC, its officers, employees, and agents under certain circumstances specified in the Services Agreement, except in circumstances of gross negligence or willful misconduct. Both the Debtors and KCC believe that such provisions are customary and reasonable for noticing and claims agents in chapter 11 cases.

23. The fees and expenses of KCC incurred in performance of the above services shall be paid by the Debtors in accordance with the Services Agreement within 10 days of their receipt of the invoice, unless KCC is advised within that ten-day period that the Debtors object to the invoice, in which case the Debtors will schedule a hearing before the Court to consider the

disputed invoice. In such case, the Debtors shall remit to KCC only the undisputed portion of the invoice and, if applicable, shall pay the remainder to KCC upon the resolution of the disputed portion, as mandated by this Court. Notwithstanding the foregoing, KCC may require prepayment from the Debtors under certain circumstances as set forth in the Services Agreement.

24. The Debtors request that the undisputed fees and expenses KCC incurs in the performance of the above services be treated as an administrative expense of the Debtors' chapter 11 estates and be paid by the Debtors in the ordinary course of business without further application to the Court.

25. For all of the foregoing reasons, the Debtors believe that the retention of KCC as the Claims Agent is in the best interests of the Debtors, their estates and creditors.

NOTICE

26. The Debtors will provide notice of this Motion to the following parties or, in lieu thereof, to their counsel, if known: (a) the Office of the United States Trustee; (b) the Debtors' secured lenders; (c) the creditors holding the thirty (30) largest unsecured claims on a consolidated basis; and (d) all known taxing authorities that have claims against the Debtors. In light of the nature of the relief requested, the Debtors submit that no further notice is required.

NO PRIOR REQUEST

27. No prior motion for the relief requested herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form annexed hereto, granting the relief requested herein, and such other and further relief as the Court deems just and proper.

[Continued on Following Page]

Dated: December 12, 2011

Respectfully submitted,

By: /s/ John P. Sieger

John P. Sieger (ARDC No. 6240033)
Peter J. Siddiqui (ARDC No. 6278445)
Paige E. Barr (ARDC No. 6282474)
KATTEN MUCHIN ROSENMAN LLP
525 West Monroe Street
Chicago, Illinois 60661-3693
Telephone: (312) 902-5200
Facsimile: (312) 902-1061
John.Sieger@kattenlaw.com
Peter.Siddiqui@kattenlaw.com
Paige.Barr@kattenlaw.com

*Proposed Counsel to the Debtors and
Debtors in Possession*

Exhibit A

**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., <i>et al.</i> , ¹)	(Joint Administration Pending)
)	
Debtors.)	Hon. Pamela S. Hollis

**DECLARATION OF ALBERT H. KASS IN SUPPORT OF MOTION FOR ORDER
APPOINTING KURTZMAN CARSON CONSULTANTS LLC AS THE OFFICIAL
CLAIMS AND NOTICING AGENT AND TO PROVIDE OTHER ESSENTIAL
SERVICES TO THE ESTATES**

STATE OF CALIFORNIA :
 : ss.
COUNTY OF LOS ANGELES :

I, Albert H. Kass, being duly sworn, hereby declare under penalty of perjury:

1. I am the Vice President, Corporate Restructuring Services of Kurtzman Carson Consultants LLC (“KCC”), with offices located at 2335 Alaska Avenue, El Segundo, CA 90245. I make this declaration in support of the Motion For Order Appointing Kurtzman Carson Consultants LLC As The Official Claims And Noticing Agent And To Provide Other Essential Services To The Estates (the “Motion”)² filed by the Debtors.

2. The facts set forth in this Declaration are based upon my personal knowledge, information and belief.

3. KCC is one of the country’s leading chapter 11 administrators with expertise in noticing, claims processing, claims reconciliation, balloting, and distribution. KCC is well

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 otherwise defined herein have the meanings given to them in the Motion.

qualified to provide the Debtors with experienced noticing, claims, and balloting services in connection with these cases.

4. The Motion and that certain Services Agreement between the Debtors and KCC, dated as of September 26, 2011, attached to the Motion as **Exhibit B** and incorporated herein by reference, describe the services KCC proposes to render as Claims Agent.

5. In preparing this Declaration, I caused to be inputted into our conflicts check system the names of all known potential parties in interest (the “Potential Parties in Interest”) in this case. The list of Potential Parties in Interest was provided to us by the Debtors. The results of this review were compiled and analyzed by KCC employees acting under my supervision.

6. KCC has substantial experience in matters of this size and complexity and has acted as the official notice, claims and solicitation agent in many large bankruptcy cases in this District and other districts nationwide. *See, e.g., In re Giordano’s Enterprises, Inc., et al.*, Case No. 11-06098 (Bankr. N.D. Ill. Feb. 16, 2011); *In re Gas City, Ltd., et al.*, Case No. 10-47879 (Bankr. N.D. Ill. Oct. 26, 2010); *In re AMCORE Financial, Inc.*, Case No. 10-37144 (Bankr. N.D. Ill. Aug. 19, 2010); *In re XMH CORP. 1 (f/k/a Hartmarx Corporation), et al.*, Case No. 09-02046 (Bankr. N.D. Ill. 2009); *In re Kimball Hill, Inc., et al.*, Case No. 08-10095 (Bankr. N.D. Ill. 2008); *In re NewPage Corporation, et al.*, Case No. 11-12804 (Bankr. D. Del. Sept. 7, 2011); *In re DSI Holdings, Inc., et al.*, Case No. 11-11941 (Bankr. D. Del. June 26, 2011); *In re Nebraska Book Co., Inc., et al.*, Case No. 11-12005 (Bankr. D. Del. June 27, 2011); *In re Caribe Media, Inc., et al.*, Case No. 11-11387 (Bankr. D. Del. May 3, 2011); *In re Barnes Bay Development, Ltd., et al.*, Case No. 11-10792 (Bankr. D. Del. March 17, 2011); *In re New Stream Secured Capital, Inc., et al.*, Case No. 11-10753 (Bankr. D. Del. March 13, 2011); *In re Ultimate Acquisition Partners, LP*, Case No. 11-10245 (Bankr. D. Del. January 26, 2011); *In re*

Javo Beverage Co., Inc., Case No. 11-10212 (Bankr. D. Del. January 24, 2011); *In re Appleseed's Intermediate Holdings LLC*, Case No. 11-10160 (Bankr. D. Del. January 19, 2011); *In re Constar Int'l Inc.*, Case No. 11-10109 (Bankr. D. Del. January 11, 2011); *In re Local Insight Media Holdings, Inc., et al.*, Case No. 10-13677 (Bankr. D. Del. November 17, 2010); *In re Claim Jumper Restaurants, LLC, et al.*, Case No. 10-12819 (Bankr. D. Del. September 10, 2010); *In re Caribbean Petroleum Corp., et al.*, Case No. 10-12553 (Bankr. D. Del. August 12, 2010); *In re American Safety Razor Company, LLC, et al.*, Case No. 10-12351 (Bankr. D. Del. July 28, 2010); *In re Marco Polo Seatrade B.V., et al.*, Case No. 11-13634 (Bankr. S.D.N.Y. July 29, 2011); *In re MSR Resort Golf Course LLC, et al.*, Case No. 11-10372 (Bankr. S.D.N.Y. February 1, 2011); *In re Vertis Holdings, Inc.*, Case No. 10-16170 (Bankr. S.D.N.Y. November 17, 2010); *In re American Media, Inc.*, Case No. 10-16140 (Bankr. S.D.N.Y. November 17, 2010); *In re Loehmann's Holdings, Inc.*, Case No. 10-16077 (Bankr. S.D.N.Y. November 15, 2010); *In re Archdiocese of Milwaukee*, Case No. 11-20059 (Bankr. E.D. Wisc. January 4, 2011); *In re Ecoly Int'l, Inc., et al. (a/k/a Sexy Hair Concepts, LLC)*, Case No. 10-25922 (Bankr. C.D. Cal. December 21, 2010); *In re Black Gaming, LLC*, No. 10-13301 (Bankr. D. Nev. Mar. 5, 2010); *In re Movie Gallery, Inc.*, No. 10-30696 (Bankr. E.D. Va. Feb. 3, 2010).

7. To the best of my knowledge, information and belief, neither I nor any employee or officer of KCC, nor KCC itself, has any connection with the Debtors in these chapter 11 cases, the United States Trustee, or any person employed in the Office of the United States Trustee, that would conflict with the matters upon which KCC is to be employed, except that from time to time KCC may be engaged in other cases in this district and other districts to provide similar services as are to be performed herein. KCC has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, KCC has had and will continue to have

relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' cases in matters unrelated to these cases.

8. To the best of my knowledge, information and belief, KCC is a disinterested person, as defined in section 101(14) of the Bankruptcy Code, and neither I, nor KCC, nor any employee or officer thereof represents any interest materially adverse to the Debtors or their estates in matters upon which KCC is to be employed. To the extent that KCC discovers (during the period of its employment) any facts bearing on the matters described herein or in the Motion, KCC will supplement the information contained in this Declaration.

9. Under the Services Agreement, at the request of the Debtors or the Clerk's Office, KCC will provide the following services as the Claims Agent in these chapter 11 cases:

- A. Prepare and serve notices in these chapter 11 cases at the request of the Debtors or the Court, including:
 - 1. notice of commencement of these chapter 11 cases;
 - 2. notice of claims bar dates (and to the extent supplemental notice is necessary or appropriate);
 - 3. notice of objections to claims, and any applicable response deadlines;
 - 4. notice of any hearings on a motion for the sale of the Debtors' assets;
 - 5. notice of any hearings on a disclosure statement and confirmation of a chapter 11 plan; and
 - 6. other miscellaneous notices to any entities, as the Debtors or the Court deem necessary or appropriate for an orderly administration of these chapter 11 cases.
- B. Within seven days after the mailing of particular notice, file with the Clerk's Office a certificate or affidavit of service that includes a copy of notice involved, an alphabetical list of persons to whom the notice was mailed, and the date of mailing;
- C. Efficiently and effectively notice, docket and maintain proofs of claim and proofs of interest, including:

1. At any time, upon request, satisfying the Court that it has the capability to efficiently and effectively notice, docket and maintain proofs of claim and proofs of interest;
2. Maintaining copies of all proofs of claim and proofs of interest filed;
3. Maintaining official claims registers by docketing all proofs of claim and proofs of interest on claims registers, including the following information: (a) the name and address of the claimant and any agent thereof, if an agent filed the proof of claim or proof of interest; (b) the date received; (c) the claim number assigned; and (d) the asserted amount and classification of the claim;
4. Implementing necessary security measures to ensure the completeness and integrity of the claims register;
5. Maintaining all original proofs of claim in correct claim number order, in an environmentally secure area and protect the integrity of such original documents from theft and/or alteration;
6. Transmitting to the Clerk's office a copy of the claims register on a regular basis;
7. Maintaining an up-to-date mailing list for all entities that have filed a proof of claim or proof of interest, which list shall be available upon request of a party in interest or the Clerk's office;
8. Providing access to the public for examination of copies of the proofs of claim or interest during regular business hours;
9. Recording all transfers of claims pursuant to Bankruptcy Rule 3002(e) and providing notice of such transfers as required by Bankruptcy Rule 3001(e); and
10. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe;

D. Providing such other claims processing, noticing, and administrative services as may be requested from time to time by the Debtors.

10. In addition to the foregoing, KCC may assist with, among other things: (a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs; (c) tracking and administration of claims; and

(d) performing other administrative tasks pertaining to the administration of the chapter 11 cases, as may be requested by the Debtors or the Clerk's Office. KCC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

11. In further support of the Motion, I certify as follows:

- A. KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims Agent in these chapter 11 cases;
- B. By accepting employment in these chapter 11 cases, KCC waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- C. In its capacity as the Claims Agent in these chapter 11 cases, KCC will not be an agent of the United States and will not act on behalf of the United States; and
- D. KCC will not employ any past or present employees of the Debtors in connection with its work as the Claims Agent in these chapter 11 cases.

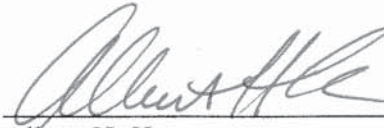
12. In performing these services, KCC will charge the rates set forth in the schedule attached to the Services Agreement annexed as **Exhibit B** to the Motion. These rates are consistent with and typical of arrangements entered into by KCC to perform similar services.

13. KCC will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

[Continued on Following Page]

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

Date: December 8, 2011



Albert H. Kass
Vice President, Corporate Restructuring Services
Kurtzman Carson Consultants LLC

Sworn to and subscribed to before me on
this 8th day of December, 2011 proved to me on the basis of satisfactory evidence to be the
person who appeared before me.

State of California, County of Los Angeles



Notary Public

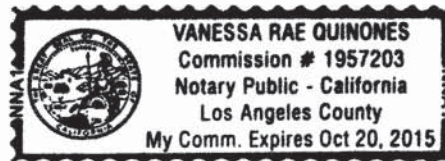


EXHIBIT B



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 20th day of September, 2011, between Hartford Computer Hardware, Inc. (together with its affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC").

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company, as directed by the Company, with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services, expenses and supplies at the rates or prices set by KCC and in effect as of the date of this Agreement in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give thirty (30) days written notice to the Company.

B. The Company agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with services provided under this Agreement, including but not limited to, transportation, lodging, and meals.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC any fees and expenses related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. However, where total fees and expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") and that all fees and expenses due under this Agreement shall be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause a motion to be filed with the Bankruptcy Court seeking entry of an order pursuant to Section 156(c) approving this Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the motion and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with Section 156(c) and under the terms of this Agreement.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by KCC as security for the Company's payment



KCC AGREEMENT FOR SERVICES

obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC’s performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.



KCC AGREEMENT FOR SERVICES

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Section 156(c) Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility under Section 156(c) and this Agreement.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Section 156(c) Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request, KCC shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's bad faith, gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to bad faith, gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



KCC AGREEMENT FOR SERVICES

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Company
Address
City, ST Zip
Attn:
Tel:
Fax:

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this



KCC AGREEMENT FOR SERVICES

Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Los Angeles County, State of California.

XVIII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

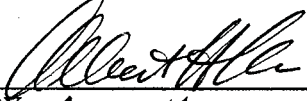
[SIGNATURE PAGE FOLLOWS]




KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC


BY: ROBERT H. KASS DATE: 9/26/2011
TITLE: VP, Corporate Restructuring

Company


BY: BRIAN MITTMAN DATE: 9.26.11
TITLE: CEO

**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., <i>et al.</i> , ¹)	(Joint Administration Pending)
)	
Debtors.)	Hon. Pamela S. Hollis

**ORDER APPOINTING KURTZMAN CARSON CONSULTANTS LLC AS THE
OFFICIAL CLAIMS AND NOTICING AGENT AND TO PROVIDE OTHER
ESSENTIAL SERVICES TO THE ESTATES**

This matter coming before the Court on the Motion of the Debtors for an Order appointing Kurtzman Carson Consultants LLC (“KCC”) as the official claims and noticing agent and to provide other essential services, all as more fully set forth in the Motion (the “Motion”)²; the Court having reviewed the Motion, the Declaration in Support of First Day Relief and the Kass Declaration filed in support of the 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 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.

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.

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 the particular circumstances.

4. The Debtors are authorized to retain KCC under the terms of the Service Agreement, effective as of the petition date, to perform the noticing and other services set forth in the Application and to receive, maintain, record, and otherwise administer the proofs of claim filed in this chapter 11 case.

5. KCC is appointed as Claims Agent and, as such, is the custodian of court records and designated as the authorized repository for all proofs of claim filed in this chapter 11 case and is authorized and directed to maintain the official claims register for the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

6. At the request of the Debtors or the office of the Clerk of the Court (the “Clerk’s Office”), KCC is authorized to provide the following services (the “Services”) as the Claims Agent:

- A. Prepare and serve notices in these chapter 11 cases at the request of the Debtors or the Court, including:
 - 1. notice of commencement of these chapter 11 cases;
 - 2. notice of claims bar dates (and to the extent supplemental notice is necessary or appropriate);
 - 3. notice of objections to claims, and any applicable response deadlines;
 - 4. notice of any hearings on a motion for the sale of the Debtors’ assets;

5. notice of any hearings on a disclosure statement and confirmation of a chapter 11 plan; and
 6. other miscellaneous notices to any entities, as the Debtors or the Court deem necessary or appropriate for an orderly administration of these chapter 11 cases.
- B. Within seven days after the mailing of particular notice, file with the Clerk's Office a certificate or affidavit of service that includes a copy of notice involved, an alphabetical list of persons to whom the notice was mailed, and the date of mailing;
- C. Efficiently and effectively notice, docket and maintain proofs of claim and proofs of interest, including:
1. At any time, upon request, satisfying the Court that it has the capability to efficiently and effectively notice, docket and maintain proofs of claim and proofs of interest;
 2. Maintaining copies of all proofs of claim and proofs of interest filed;
 3. Maintaining official claims registers by docketing all proofs of claim and proofs of interest on claims registers, including the following information: (a) the name and address of the claimant and any agent thereof, if an agent filed the proof of claim or proof of interest; (b) the date received; (c) the claim number assigned; and (d) the asserted amount and classification of the claim;
 4. Implementing necessary security measures to ensure the completeness and integrity of the claims register;
 5. Maintaining all original proofs of claim in correct claim number order, in an environmentally secure area and protect the integrity of such original documents from theft and/or alteration;
 6. Transmitting to the Clerk's office a copy of the claims register on a regular basis;
 7. Maintaining an up-to-date mailing list for all entities that have filed a proof of claim or proof of interest, which list shall be available upon request of a party in interest or the Clerk's office;
 8. Providing access to the public for examination of copies of the proofs of claim or interest during regular business hours;

9. Recording all transfers of claims pursuant to Bankruptcy Rule 3002(e) and providing notice of such transfers as required by Bankruptcy Rule 3001(e); and

10. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe;

D. Providing such other claims processing, noticing, and administrative services as may be requested from time to time by the Debtors;

7. In addition to the foregoing, KCC may assist with, among other things: (A) maintaining and updating the master mailing lists of creditors; (B) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs; (C) tracking and administration of claims; and (D) performing other administrative tasks pertaining to the administration of the chapter 11 cases, as may be requested by the Debtors or the Clerk's Office. KCC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

8. KCC is authorized to take such other action to comply with all duties set forth in the Motion.

9. The Debtors are authorized to pay KCC's fees and expenses as set forth in the Services Agreement in the ordinary course of business without the necessity of KCC filing fee applications with this Court.

10. Without further order of this Court, the fees and expenses of KCC incurred in performance of the above services are to be treated as an administrative expense priority claim against the Debtors' estates and shall be paid by the Debtors in accordance with the terms of the Services Agreement within 10 days after receiving the invoice, unless KCC is advised within that ten-day period that the Debtors have objected to the invoice, in which case the Debtors will schedule a hearing before the Court to consider the disputed invoice. In such case, the Debtors

shall remit to KCC only the undisputed portion of the invoice and, if applicable, shall pay the remainder to KCC upon the resolution of the disputed portion, as mandated by this Court.

11. Notwithstanding the foregoing, the Debtors may be required to prepay for certain services in accordance with the terms of the Services Agreement.

12. KCC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

13. The terms and conditions of this order shall be immediately effective and enforceable upon its entry.

14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this order.

Dated: _____, 2011

UNITED STATES BANKRUPTCY JUDGE