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

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")

MOTION RECORD
(returnable on October 19, 2012)

October 12, 2012

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MOTION RECORD
(returnable on October 19, 2012)

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TAB 1

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NOTICE OF MOTION
(Returnable on October 19, 2012)

Hartford Computer Hardware, Inc., on its own behalf and in its capacity as foreign representative of Chapter 11 Debtors (the "**Foreign Representative**"), will make a motion before the Honourable Mr. Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) on October 19, 2012 at 10:00 o'clock in the morning or as soon after that time as the motion can be heard at 330 University Avenue, in the City of Toronto.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order substantially in the form included in the Motion Record, *inter alia*:

(a) Confirming that service of the notice of motion dated October 19, 2012, the affidavit of Alana Shepherd sworn on October 12 2012 and the fourth report of FTI Consulting Canada Inc., in its capacity as Information Officer (the "**Information Officer**") dated October 11, 2012 (the "**Information Officer's Fourth Report**"), the Affidavit of Toni Vanderlaan sworn on October 11, 2012 (the "**Vanderlaan Affidavit**") and the Affidavit of Mario Forte sworn on October 9, 2012 (collectively, with the Vanderlaan Affidavit, the "**Fee Affidavits**") was appropriate and directing that no further service is required such that this motion is properly returnable on October 19, 2012;

(b) Recognizing and implementing in Canada the Order of the United States Bankruptcy Court for the Northern District of Illinois Eastern Division (the "**U.S. Court**") dated September 25, 2012 made in the proceedings 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**") confirming the Chapter 11 Debtors' and the Unsecured Creditors of the Chapter 11 Debtors' (the "**Creditors Committee**") Joint Plan of Liquidation dated June 13, 2012 (the "**Plan Confirmation Order**");

(c) Approving the Information Officer's Fourth Report and the Information Officer's activities and conduct reported therein;

(d) Approving the fees and disbursements of the Information Officer and its legal counsel, Norton Rose Canada LLP, as described in the Fee Affidavits;

(e) Terminating these Recognition Proceedings effective upon the filing of a certificate by the Information Officer with this Court (the "**Information Officer's Certificate**") certifying that the Effective Date (as defined in the Plan) has occurred and that effective upon the filing of the Information Officer's Certificate the Information Officer's discharge shall become and these Recognition Proceedings shall be terminated; and

(f) Discharging the Information Officer effective upon the filing of the information Officer's Certificate.

2. Such further and other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. On December 12, 2011, the Chapter 11 Debtors, Hartford Computer Group, Inc. and Nexicore Services, LLC, entered into an asset purchase agreement with Avnet, Inc. and Avnet International (Canada) Ltd. dated December 12, 2011 (the "**Agreement**");

2. On the same date, the Chapter 11 Debtors commenced the Chapter 11 Proceeding by each filing a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the U.S. Court;

3. On December 13, 2011, Justice Morawetz made an Order granting certain interim relief to the Chapter 11 Debtors including a stay of proceedings;

4. On December 15, 2011, the U.S. Court in the Chapter 11 Proceeding made an Order authorizing Hartford to act as the Foreign Representative of the Chapter 11 Debtors;

5. On December 21, 2011, Justice Morawetz made two Orders, an Initial Recognition Order and a Supplemental Order, that, among other things: (i) declared the Chapter 11 Proceeding to be a foreign main proceeding pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"); (ii) recognized Hartford as the Foreign Representative of the Chapter 11 Debtors; (iii) appointed FTI as the Information Officer in these proceedings; (iv) granted a stay of proceedings; and (v) recognized and made effective in Canada certain "first day" orders of the U.S. Court;

6. On January 26, 2012, the U.S. Court in the Chapter 11 Proceeding made, *inter alia*: an Order: (i) approving bidding procedures; (ii) granting certain bid protections; (iii) approving form and manner of sale notices; (iv) setting sale hearing date in connection with sale of substantially all of the Chapter 11 Debtors' assets (collectively, the "**Bidding Procedures Order**");

7. The Bidding Procedures Order was recognized by this Honourable Court on February 1, 2012;

8. The Bidding Procedures Order recognized the Agreement as a stalking horse and established bidding procedures and a bid deadline for competing bids (the "**Sale Process**");

9. The Sale Process was undertaken in accordance with the Bidding Procedures Order and no competing bids were received by the bid deadline;

10. On February 28, 2012, the U.S. Court in the Chapter 11 Proceeding made the Sale Order and it was recognized by this Honourable Court on March 9, 2012;

11. The transaction contemplated by the Agreement closed on April 3, 2012;

12. On April 10, 2012, an order extending the exclusivity period was made by the U.S. Court during which the Chapter 11 Debtors may file a plan and solicit acceptance thereto to June 29, 2012 and August 31, 2012, respectively;

13. On June 13, 2012, the Chapter 11 Debtors and the Creditors Committee filed the Debtors' and Creditors Committee Joint Plan of Liquidation (the "**Plan**");

14. On August 8, 2012, the U.S. Court made an order (I) approving the adequacy of the disclosure statement, (II) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan, (III) fixing the bar date for professional fee claims, (IV) fixing the date, time and place for confirmation hearing, and (V) establishing procedures for rejection claims;

15. On September 25, 2012, the U.S. Court granted the Plan Confirmation Order;

16. The Plan is the final step towards winding up the affairs of the Chapter 11 Debtors and transferring essentially all of their remaining assets to a liquidating trust for the benefit of unsecured creditors;

17. The Plan will become effective when all assets are transferred either to Delaware Street or to the Hartford Liquidating Trust pursuant to the terms of the Plan. The Chapter 11 Debtors anticipate that this will occur before October 31, 2012;

18. The Foreign Representative requests that this Honourable Court recognize and give effect in Canada to the Plan Confirmation Order pursuant to paragraph 49 of the CCAA;

19. The Foreign Representative and the Information Officer are of the view that recognition of the Plan Confirmation Order is appropriate in the circumstances;

20. Given that the Plan is the final step in the Chapter 11 Proceedings, it is appropriate to terminate these Recognition Proceedings and discharge the Information Officer upon the filing of the Information Officer's Certificate, which will occur after the Effective Date (as defined in the Plan) of the Plan;

21. Section 49 of the CCAA;

22. Rules 2.03, 3.02, 14.05 and 17 of the *Rules of Civil Procedure*; and

23. Such further and other grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of Alana Shepherd sworn on October 12, 2012;

2. The Information Officer's Fourth Report;

3. The Fee Affidavits; and

4. Such further and other material as counsel may advise and this Honourable Court may permit.

October 12, 2012

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Lawyers for the Chapter 11 Debtors

TO: **THIS HONOURABLE COURT**

AND TO: **THE ATTACHED SERVICE LIST**

SCHEDULE "A"

EMAIL SERVICE LIST
AS AT OCTOBER 12, 2012

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AS AT OCTOBER 12, 2012

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Winnipeg, MB R3T 0Y4

AND TO: **MINISTRY OF FINANCE (CANADA)**
1050 Notre Dame Avenue
Sudbury, ON P3A 5C1

AND TO: **QUEBEC MINISTRY OF REVENUE**
3800 de Marley Rue
Quebec, QC G1X 4A5

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

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF MOTION
(returnable on October 19, 2012)

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TAB 2

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

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AFFIDAVIT OF ALANA SHEPHERD
(Sworn on October 12, 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, among other things, recognizing the Order confirming the Debtors' and the Creditors Committee's Joint Plan of Liquidation dated September 25, 2012 (the "**Plan Confirmation Order**") 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**").

2. On September 25, 2012, the U.S. Court in the Chapter 11 Proceeding made the Plan Confirmation Order confirming the Debtors' and the Creditors Committee's Joint Plan of Liquidation. A copy of the Plan Confirmation Order is attached hereto as Exhibit "A".

3. A certified copy of the Plan Confirmation 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 12th day of October, 2012.

Commissioner for Taking Affidavits

Annette Melinda Fournier, a Commissioner, etc., City of Toronto, for ThorntonGroutFinnigan LLP, Barristers and Solicitors. Expires November 8, 2013.

ALANA SHEPHERD

EXHIBIT "A"

Plan Confirmation Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re: HARTFORD COMPUTER HARDWARE, INC., et al. Debtor(s)	)))))))	BK No.: 11-49744 (Jointly Administered) Chapter: 11 Honorable Pamela S. Hollis

ORDER CONFIRMING THE DEBTORS' AND THE CREDITORS COMMITTEE'S JOINT PLAN OF LIQUIDATION

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), having filed a voluntary petition for relief on December 12, 2011 (the "Petition Date") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"); and on July 23, 2012, together with the Creditors' Committee appointed in these Cases (unless otherwise specified herein, capitalized terms and phrases used herein shall have the meanings given to them in the Plan. Any term used in the Plan or herein that is not defined in the Plan, but that is used in the Bankruptcy Code or the Bankruptcy Rules, has the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable), having filed the Debtors' and Official Committee of Unsecured Creditors' Joint Plan of Liquidation [Doc. No. 399] (the "Plan") and the Amended Disclosure Statement for the Joint Plan of Liquidation of the Debtors and the Creditors Committee [Doc. No. 429] (the "Disclosure Statement") in support thereof; and this Court having entered an order on August 10, 2012 approving the Disclosure Statement and granting the Debtors' Motion for Entry of an Order (I) Approving the Adequacy of the Disclosure Statement, (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (III) Fixing the Bar Date for Professional Fee Claims, (IV) Fixing the Date, Time and Place for Confirmation Hearing, and (V) Establishing Procedures for Rejection Claims [Docket No. 434] (the "Solicitation Procedures Order") [Doc. No. 434] by which this Court, among other things, approved the Disclosure Statement, established procedures for the solicitation and tabulation of votes to accept or reject the Plan and scheduled a hearing pursuant to sections 1128 and 1129 of the Bankruptcy Code and Bankruptcy Rule 3017(c) to consider confirmation of the Plan (the "Confirmation Hearing"); and this Court having considered any objections to confirmation of the Plan and any responses thereto; and the affidavit of service of solicitation packages and notices ("Affidavit of Service") having been filed with the Court; and due notice of the Confirmation Hearing having been given to holders of Claims against and Interests in the Debtors and to other parties in interest, all in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Rules for the United States Bankruptcy Court for the Northern District of Illinois (the "Local Rules") and the Solicitation Procedures Order, and it appearing that no other or further notice need be given; and the Declaration of Kurtzman Carson Consultants LLC Regarding Tabulation of Votes in Connection with Debtors' and Official Committee of Unsecured Creditors' Joint Plan of Liquidation (the "Voting Certification") on September 17, 2012 pursuant to which the Balloting Agent declared that the Debtors received 1 acceptances out of 1 total votes in favor of the Plan from holders of Claims under Class I (Secured Claims) and 79 acceptances out of 82 total votes in favor of the Plan from holders of Claims under Class III (Allowed General Unsecured Claims) having been filed with the Court; and based upon the record of, and all proceedings had before the Court, the Plan, the Affidavit of Service, the Voting Affidavit, and all the other papers filed in support of, or against, the Plan and after due deliberation and sufficient cause therefore;

NOW, THEREFORE, it appearing to this Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of Confirmation establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefore;

IT IS HEREBY FOUND THAT:

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

2. Venue in this Court was proper as of the Petition Date pursuant to 28 U.S.C. §§ 1408 and 1409 and continues to be proper during these chapter 11 cases (the "Chapter 11 Cases"). Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

A. Commencement and Joint Administration of the Chapter 11 Cases.

3. On the Petition Date, each of the Debtors commenced a case under chapter 11 of the Bankruptcy Code. The Debtors operated their businesses and managed their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee or examiner has been appointed in the Chapter 11 Cases.

4. On the Petition Date, the Debtors filed a 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 [Doc. No. 33]. This Court, among other things, approved certain bidding procedures [Doc. No. 128] and entered an order on February 28, 2012 approving the sale of the assets and the assignment of certain leases and contracts to the Buyers [Doc. No. 208].

B. Judicial Notice.

5. This Court takes judicial notice of the docket of the Chapter 11 Cases and all related adversary proceedings maintained by the Clerk and/or its duly appointed agent, including without limitation, all pleadings and other documents filed, all proceedings during the Chapter 11 Cases, and all orders entered during the pendency of the Chapter 11 Cases.

6. Prior to the Petition Date, certain shareholders of the Debtors commenced the Shareholder Suit. Pursuant to the minute order entered by Hon. Suzanne B. Conlon, U.S.D.J. for the United States District Court for the Northern District of Illinois, entered in Case No. 12 C 5718 (N.D.Ill.) on August 9, 2012, the Shareholder Suit is in the process of being transferred to this Court. The claims asserted in the Shareholder Suit are derivative claims which, pursuant to § 541(a)(1) of the Bankruptcy Code are

property of the Debtors' estates. Pursuant to this Court's 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 Pre-Petition Secured Lender Pursuant to 11 U.S.C. § 361 and 363 . . . entered on January 26, 2012 (the "Final DIP Order"), the Committee was granted standing to pursue the claims asserted in the Shareholder Suit or otherwise to assert a "Challenge" (as defined in the Final DIP Order) against Delaware Street and certain other parties, and all other parties in interest were granted until (as later modified) June 11, 2012 (the "Challenge Deadline") to file a Challenge. No party in interest filed a Challenge by the Challenge Deadline. As a consequence, all parties in interest, except the Committee which has reserved the right to assert a Challenge by agreement with the Debtors and Delaware Street, have waived the right to assert a Challenge. The Plan, of which the Committee is a co-proponent, contemplates the full and final settlement of all claims of the Debtors against Delaware Street.

C. Notice

7. The Disclosure Statement, the Plan, the Ballots, and notice of the Confirmation Hearing (the "Confirmation Notice") were transmitted and served in compliance with the Bankruptcy Rules, the Local Rules and the Solicitation Procedures Order. The transmittal and service of the Plan materials was adequate and sufficient under the circumstances of the Case. All parties required to be given notice of the Confirmation Hearing (including notice of the deadline for filing and serving objections to confirmation of the Plan) have been given due, proper, timely, and adequate notice in accordance with the Bankruptcy Rules, the Local Rules and the Disclosure Statement and Solicitation Procedures Order, and have had an ample opportunity to appear and be heard with respect thereto. No other or further notice is required.

D. Solicitation.

8. Votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with Bankruptcy Code sections 1125 and 1126, Bankruptcy Rules 3017 and 3018, the Disclosure Statement, the Solicitation Procedures Order, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws, and regulations. Specifically, the solicitation materials approved by the Bankruptcy Court in the Solicitation Procedures Order (including the Disclosure Statement, Plan, Ballots, and Solicitation Procedures Order) were transmitted to and served on all holders of Claims or Interests in Classes that were entitled to vote to accept or reject the Plan, as well as to other parties in interest in the Chapter 11 Cases, in compliance with Bankruptcy Code section 1125, the Solicitation Procedures Order, and the Bankruptcy Rules. Such transmittal and service were adequate and sufficient, and no further notice is or shall be required. All procedures used to distribute solicitation materials to holders of Claims and Interests were fair, and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and all other applicable rules, laws, and regulations.

E. Voting Certification.

9. Prior to the Confirmation Hearing, the Debtors filed the Voting Certification. All procedures used to tabulate the Ballots were fair and conducted in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and all other applicable rules, laws, and regulations.

10. As evidenced by the Voting Certification, Creditors in Class I (Secured Claims – Delaware

Street) and Class III (Allowed General Unsecured Claims) voted to accept the Plan (each, an "Accepting Class"). Creditors in Class II (Subordinated Secured Claims) and Class IV (Equity Interests) are Impaired and deemed to reject the Plan, and therefore, are not entitled to vote to accept or reject the Plan.

F. Bankruptcy Rule 3016.

11. The Plan is dated and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the Clerk of the Bankruptcy Court satisfied Bankruptcy Rule 3016(b).

G. Compliance with the Requirements of Bankruptcy Code Section 1129.

12. The Plan complies with all applicable provisions of Bankruptcy Code section 1129 as follows:

(a) Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code.

13. The Plan complies with all applicable provisions of the Bankruptcy Code as required by Bankruptcy Code section 1129(a)(1), including Bankruptcy Code sections 1122 and 1123.

14. Sections 1122 and 1123(a)(1) – Proper Classification. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. Pursuant to Bankruptcy Code sections 1122(a) and 1123(a)(1), Article III of the Plan provides for the separate classification of Claims and Interests into four Classes, based on differences in the legal nature or priority of such Claims and Interests. Administrative Claims, Priority Tax Claims and Priority Wage Claims, which are also addressed in Article III of the Plan, are not required to be designated as separate Classes pursuant to Bankruptcy Code section 1123(a)(1). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not done for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among holders of Claims or Interests.

15. On September 12, 2012, a group of the Debtors' shareholders – ARG Investments, Enable Systems, Inc., MRR Venture LLC, SKM Equity Fund II, L.P., and SKM Investment Fund II (collectively, the "Subordinated Lenders and Shareholders") – filed an objection to the Plan [Docket no. 475] (the Objection"). The Objection asserted, among other things, that the claims of MRR Venture LLC and HCG Financial Services, Inc. (a party that has neither objected to the Plan nor joined in the Objection) should be classified as Class III General Unsecured Claims because the provisions of certain subordination agreements those parties executed that permitted payment on account of their claims only upon the full and indefeasible payment of Delaware Street's claims (the "Subordination Agreements") should be deemed unenforceable.

16. The Objection lacks merit and should be overruled. The Subordinated Lenders and Shareholders have waived their arguments by failing to bring a "Challenge" (as that term is defined in the DIP Order) within the time periods established in the DIP Order. Moreover, even if the arguments had not been waived, the Court finds that the Subordinated Lenders and Shareholders have failed to adduce any evidence sufficient to warrant disregarding the Subordination Agreements to which they have agreed to be bound.

17. As a result of the foregoing, the requirements of Bankruptcy Code sections 1122(a), 1122(b), and

1123(a)(1) have been satisfied.

18. Section 1123(a)(2) – Specification of Unimpaired Classes. Article III of the Plan specifies that Administrative Claims, Priority Tax Claims and Priority Wage Claims are Unimpaired under the Plan. As a result thereof, the requirements of Bankruptcy Code section 1123(a)(2) have been satisfied.

19. Section 1123(a)(3) – Specification of Treatment of Impaired Classes. Article III of the Plan specifies the treatment of each Class of Claims and Interests that is Impaired under the Plan. The Plan designates Classes I through IV as Impaired. As a result thereof, the requirements of Bankruptcy Code section 1123(a)(3) have been satisfied.

20. Section 1123(a)(4) – No Discrimination. Pursuant to Bankruptcy Code section 1123(a)(4), Article III of the Plan uniformly provides for the same treatment of each Claim or Interest in a particular Class, as the case may be, unless the holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. As a result thereof, the requirements of Bankruptcy Code section 1123(a)(4) have been satisfied.

21. Section 1123(a)(5) – Implementation of the Plan. Pursuant to Bankruptcy Code section 1123(a)(5), Article II and various other provisions of the Plan specifically provide in detail adequate and proper means for the Plan's implementation, including: (a) the Delaware Street settlement; (b) the establishment of the Hartford Liquidating Trust; (c) the appointment of the Hartford Liquidation Trustee; (d) the liquidation of assets; (e); and the dissolution of the Debtors. Moreover, the Debtors will have, immediately upon the Effective Date, sufficient Cash to make all payments required to be made on the Effective Date pursuant to the terms of the Plan. As a result thereof, the requirements of Bankruptcy Code section 1123(a)(5) have been satisfied.

22. Section 1123(a)(6) – Voting Power of Equity Securities. Section 1123(a)(6) of the Bankruptcy Code requires that a plan provide for the inclusion in a corporate debtor's charter provisions prohibiting the issuance of nonvoting equity securities, and providing for an "appropriate distribution" of voting power among those securities possessing voting power. In these liquidating cases, the Debtors will cease to exist and will have no constituent documents or equity securities. As a result, the requirements of section 1123(a)(6) do not apply.

23. Section 1123(a)(7) – Selection of Officers and Directors. Article 2.2.4 of the Plan provides that, on the later of the Effective Date or the Outside Date, all of the directors and officers of the Debtors shall be deemed to have resigned, and shall be fully discharged from their responsibilities and duties as officers and directors of the Debtors. The Plan's provisions for the selection and appointment of the Hartford Liquidating Trustee are consistent with the interests of creditors and equity security holders and with public policy. The Plan satisfies section 1123(a)(7) of the Bankruptcy Code.

24. Section 1123(b) – Discretionary Contents of the Plan. The Plan's provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including, without limitation, provisions for (i) the impairment of classes of Claims and Interests; (ii) the rejection of certain executory contracts and unexpired leases to which the Debtors were parties; (iii) the settlement and adjustment of Delaware Street's claims; (iv) the provisions regarding the means for implementation of the Plan and governing distributions on account of Allowed Claims; and (v) certain releases, injunctions and exculpations, and the retention of jurisdiction by the Bankruptcy Court over certain matters after the Effective Date.

(b) Section 1129(a)(2)—Compliance of the Debtors With the Applicable Provisions of the Bankruptcy Code.

25. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by Bankruptcy Code section 1129(a)(2), including Bankruptcy Code sections 1123, 1125 and 1126 and Bankruptcy Rules 3017, 3018 and 3019.

26. The Debtors have fully complied with all post-petition disclosure and solicitation requirements set forth in section 1125 of the Bankruptcy Code. The Debtors distributed the Solicitation Materials, Ballots, and all required documents under Bankruptcy Code section 1125(a) to all parties entitled to the receipt thereof.

27. The Debtors and their respective representatives, officers, directors, employees, advisors, attorneys, and agents have solicited and tabulated votes on the Plan and have participated in the activities described in Bankruptcy Code section 1125 fairly, in good faith within the meaning of Bankruptcy Code section 1125(e), and in a manner consistent with the applicable provisions of the Solicitation Procedures Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations, and are entitled to the protections afforded by Bankruptcy Code section 1125(e).

28. The Debtors and their respective officers, directors, employees, advisors, attorneys, and agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

(c) Section 1129(a)(3)—Proposal of Plan in Good Faith.

29. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The Debtors' good faith is evident from the facts and records of the Chapter 11 Cases, the Disclosure Statement and the hearing thereon, and the record of the Confirmation Hearing and other proceedings held in the Chapter 11 Cases. The Debtors and their respective officers, directors, employees, advisors, attorneys, and agents have acted in good faith in connection with the proposal of the Plan, and thus section 1129(a)(3) is satisfied.

(d) Section 1129(a)(4)—Bankruptcy Court Approval of Certain Payments as Reasonable.

30. The procedures set forth in the Plan for the Bankruptcy Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of and are in compliance with Bankruptcy Code section 1129(a)(4).

(e) Section 1129(a)(5)—Directors, Officers and Insiders.

31. The Debtors have complied with the requirements of Bankruptcy Code section 1129(a)(5) because the Plan provides for: (i) the resignation and discharge of all of the Debtors' officers; (ii) the

only remaining representative of the Debtors to be the Hartford Lidquidating Trustee; and (iii) the disclosure of the identity of the Hartford Liquidating Trustee, Peter Kravitz. Accordingly, the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

(f) Section 1129(a)(6)—No Rate Changes.

32. Section 1129(a)(6) of the Bankruptcy Code is inapplicable because the Debtors' business will cease and will not involve rates established or approved by, or otherwise subject to, any governmental regulatory commission.

(g) Section 1129(a)(7)—Best Interests of Holders of Claims and Interests.

33. The Liquidation Analysis and the other evidence related thereto that was proffered or adduced at or prior to, or in affidavits in connection with, the Confirmation Hearing: (a) are reasonable, persuasive, and credible; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that, with respect to each Impaired Class, each holder of an Allowed Claim or Interest in such Class has voted to accept the Plan or will receive under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount such holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. Thus, the Plan satisfies the "best interests of creditors test" set forth in Bankruptcy Code section 1129(a)(7).

(h) Section 1129(a)(8)—Acceptance or Rejection by Certain Classes.

34. Holders of Class I (Secured Claims – Delaware Street) and Class III (Allowed General Unsecured Claims) have accepted the Plan. Holders of Class II (Subordinate Secured Claims) and Class IV (Equity Interests) are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Plan, therefore, does not satisfy section 1129(a)(8) of the Bankruptcy Code. Notwithstanding the lack of compliance with section 1129(a)(8) of the Bankruptcy Code with respect to Class II and Class IV, the Plan is confirmable because it satisfies section 1129(b)(1) of the Bankruptcy Code as set forth below.

(i) Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Bankruptcy Code Section 507(a).

35. The treatment of Administrative Claims, Priority Tax Claims and Priority Wage Claims under Article III of the Plan satisfies the requirements of and complies in all respects with Bankruptcy Code section 1129(a)(9).

(j) Section 1129(a)(10)—Acceptance By At Least One Impaired Class.

36. As set forth in the Voting Certification, Class I and Class III has voted to accept the Plan. Both Class I and Class II are Impaired under the Plan. As such, there is at least one Class of Claims that is Impaired under the Plan that has accepted the Plan, determined without including any acceptance of the Plan by any insider, thus satisfying Bankruptcy Code section 1129(a)(10) in all respects.

(k) Section 1129(a)(11)—Feasibility of the Plan.

37. Section 1129(a)(11) of the Bankruptcy Code is satisfied because confirmation of the Plan is not

likely to be followed by the liquidation or the need for further financial reorganization of the Debtor, other than the liquidation contemplated by the Plan.

(l) Section 1129(a)(12)—Payment of Bankruptcy Fees.

38. Section 1129(a)(12) of the Bankruptcy Code is satisfied because all fees payable pursuant to 28 U.S.C. § 1930 have been paid or, pursuant to the Plan, will be paid on the Effective Date of the Plan, or will be paid by the Liquidating Trustee.

39. Intentionally Omitted.

(m) Section 1129(a)(13)—Retiree Benefits.

40. Section 1129(a)(13) of the Bankruptcy Code requires a plan to provide for retiree benefits at levels established pursuant to section 1114 of the Bankruptcy Code. The Debtors do not have any obligations on account of retiree benefits (as such term is used in section 1114 of the Bankruptcy Code) and, therefore, section 1129(a)(13) of the Bankruptcy Code is inapplicable to these chapter 11 cases. As a result, the requirements of section 1129(a)(13) of the Bankruptcy Code have been satisfied.

(n) Sections 1129(a)(14), (15) and (16) – Domestic Support Obligations; Unsecured Claims Against Individual Debtors; Transfers by Nonprofit Organizations

41. None of the Debtors has domestic support obligations, is an individual or is a nonprofit organization. Therefore, sections 1129(a)(14), (15) and (16) of the Bankruptcy Code do not apply to these Chapter 11 Cases.

(o) Section 1129(b)—No Unfair Discrimination, Fair and Equitable.

42. The Plan may be confirmed notwithstanding the fact that Class II (Subordinated Secured Claims) and Class IV (Equity Interests) are impaired under the Plan and are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Plan complies with section 1129(b) by satisfying the requirements of section 1129(b)(1) and 1129(b)(2) of the Bankruptcy Code, as the Plan does not unfairly discriminate with respect to the Impaired Classes that have been deemed to reject the Plan and the Plan is fair and equitable in that, among other things, it satisfies the absolute priority rule.

(p) Section 1129(c)—Only One Plan.

43. Other than the Plan (including previous versions thereof), no other plan has been filed in the Chapter 11 Cases. Accordingly, the requirements of Bankruptcy Code section 1129(c) have been satisfied.

(q) Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes.

44. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933 (15 U.S.C. § 77e).

H. Satisfaction of Confirmation Requirements.

45. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in

Bankruptcy Code section 1129.

I. Satisfaction of Bankruptcy Rule 9019 Requirements.

46. Based upon the record of these cases, and the evidence adduced at the Confirmation Hearing, the settlement with Delaware Street embodied in the Plan is well within the range of possible litigated outcomes, and is fair and reasonable and in the best interests of the Debtors and their estates. It therefore satisfies the requirements for approval under Bankruptcy Rule 9019.

J. Retention of Jurisdiction.

47. This Court may retain jurisdiction over the matters set forth in Article 6.4 of the Plan.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

48. Confirmation of the Plan. The Plan and all related documents, including the Schedules, and form of the Hartford Liquidating Trust Agreement are CONFIRMED in each and every respect, pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan, including all Schedules thereto, are incorporated by reference into, and are a part of, this Confirmation Order. The terms of the Plan and all other relevant and necessary documents, shall be effective and binding as of the Effective Date of the Plan.

49. Objections. To the extent that any objections, reservations of rights, statements, or joinders to Confirmation have not been withdrawn, waived, or settled prior to entry of the Confirmation Order or otherwise resolved as provided in this Order or as stated on the record of the Confirmation Hearing, they are hereby overruled.

50. Plan Classification Controlling. The terms of the Plan shall solely govern the classification of Claims and Interests for purpose of the distributions to be made thereunder. The classifications set forth in connection with voting on the Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for distribution purposes, (c) may not be relied upon by any creditor as representing the actual classification of such claims under the Plan for distribution purposes, and (d) shall not bind the Debtors and the Hartford Liquidating Trust.

51. Approval of Delaware Street Settlement. The settlement with Delaware Street embodied in the Plan is hereby approved on the terms and conditions set forth in the Plan. Without limiting the generality of the foregoing, and as provided in § 6.13.12 of the Plan, (a) all claims asserted in the Shareholder Suit, all of which are derivative claims belonging to the Debtors, are hereby settled and released, and the Shareholder Suit shall be dismissed with prejudice on the Effective Date, and (b) each of (i) the Debtors, on behalf of themselves and their respective estates and their respective affiliates, members, officers, directors, and employees, and any person claiming by or through them, (ii) the Creditors' Committee, on behalf of itself and its affiliates, members, officers, directors, and employees, and (iii) any other third party shall be deemed to completely and forever release, waive, disclaim and discharge Delaware Street, its affiliates, members, officers, directors, employees and representatives, of and from any and all claims, counterclaims, actions, causes of action, lawsuits, proceedings, adjustments, offsets, contracts, obligations, liabilities, controversies, costs, expenses, attorneys' fees and losses whatsoever, whether in law, in admiralty, in bankruptcy, or in equity, and whether based on any federal law, state law, foreign law, common law or otherwise, foreseen or unforeseen, matured or

unmatured, known or unknown, accrued or not accrued based upon any acts, omissions, conduct or other matters occurring prior to the Effective Date and in any way related to the Debtors.

52. Injunction Against Pursuit of Released Claims. From and after the Effective Date, except as otherwise expressly provided in the Plan or this Order, all Persons shall be and are permanently enjoined from, and restrained against, commencing or continuing in any court, proceeding or other tribunal of any kind, any suit, action, or other proceeding, or otherwise asserting any Claim, Interest, or Cause of Action, which has been released pursuant to §§ 6.13.1 and 6.13.2 of the Plan, or from seeking to hold any released Person liable in any such suit, action or proceeding or for any such Claim, Interest, or Cause of Action for any matter that has been released pursuant to §§ 6.13.1 or 6.13.2 of the Plan. For avoidance of doubt, this injunction shall enjoin further prosecution of any portion of the Shareholder Suit.

53. Immediate Effectiveness of Confirmation, Successor and Assigns. Notwithstanding Bankruptcy Rules 3020(e), 6004(g), 7062, 8001, 8002 or otherwise, immediately upon the entry of this Confirmation Order, the terms of the Plan and the Confirmation Order shall be, and hereby are, immediately effective and enforceable and deemed binding upon (a) the Debtors, (b) the Hartford Liquidating Trust, (c) the Hartford Liquidating Trustee, (d) any and all holders of Claims against or Interests in the Debtors (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the holders of such Claims or Interests accepted, were deemed to have accepted, rejected or were deemed to have rejected the Plan), (e) any other party in interest and (f) any and all Persons who are subject to the settlements, compromises, releases, waivers, discharges, and injunctions described herein or in the Plan and their respective heirs, executors, administrators, successors or assigns, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, if any, of any of the foregoing.

54. Establishment of Hartford Liquidating Trust. In accordance with Article 2.2 of the Plan, the Debtors are hereby authorized to: (a) execute the Hartford Liquidating Trust Agreement; and (b) take any and all other actions necessary or appropriate to establish the Hartford Liquidating Trust, including transferring all of the Hartford Trust Assets to the Hartford Liquidating Trust.

55. Appointment of the Hartford Liquidating Trustee. The appointment of Peter Kravitz as the Hartford Liquidating Trustee is hereby authorized and approved.

56. Resolution of Sony Electronics Inc.'s Objection. Notwithstanding any contradictory provisions in this Order and/or the Plan: (a) Sony Electronics Inc. ("Sony") may file any applications for allowance of administrative expenses it deems appropriate and in good faith, subject to the ability of any party in interest to object (except for objections asserting that administrative claims that arose after the general proof of claim bar date are barred and/or not timely), and (b) any defenses, including the defenses of setoff and recoupment, Sony may have, including any Causes of Action against Sony transferred to the Hartford Liquidating Trust, are preserved; provided, however, that the provisions of both (a) and (b) of this paragraph shall be subject to provisions of any settlement agreement reached by and between the Debtors and/or the Hartford Liquidating Trustee on the one hand, and Sony on the other, that is approved by this Court and that is not breached by the Debtors and/or the Hartford Liquidating Trustee. Nothing in this paragraph, this Order, or the Plan, shall be deemed or construed to mean that any funds held in accounts to collateralize letters of credit issued to Sony or the proceeds of any such letters of credit are Hartford Trust Assets and all such funds, to the extent not due to Sony, shall be treated as deposit, bank, reserve, or escrow accounts distributable to Delaware Street under § 3.1 of the Plan.

57. Dissolution of the Debtors. On later of the Effective Date or the Outside Date, or as soon thereafter

as is reasonably practicable, the Debtors shall be authorized to take all actions necessary, including retain and pay counsel, to effect the dissolution of any of the Debtors as corporate entities without the need for any further action or approval; provided, however, that the entry of the Final Decree in these Cases shall effect such dissolution of all remaining Debtors to the extent permissible under applicable law.

58. Terms of Injunctions or Stays. Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Bankruptcy Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

59. Preservation of Causes of Action. Any and all Causes of Action accruing to the Debtors, including but not limited to Avoidance Actions, but specifically excluding the DSC Assigned Causes of Action and Causes of Action released pursuant to the Plan, shall be preserved for, transferred to, and retained by the Hartford Liquidating Trust and the Hartford Liquidating Trustee, who shall have the exclusive right to prosecute and enforce any such Causes of Action. The Hartford Liquidating Trustee may pursue, abandon, settle or release any or all such rights of action in accordance with Section 2.2.5 of the Plan and the Hartford Liquidating Trust Agreement. Exhibit B to the Plan contains a list of potential defendants to such Causes of Action and the nature of such action(s) that may be asserted against such Persons.

60. The Exculpation Provisions under the Plan. The releases, injunctions, exculpations, and related provisions set forth in §§ 6.13 and 6.15 of the Plan are hereby approved and authorized in their entirety.

61. Assignment of Earnout and DSC Assigned Causes of Action. As of the Effective Date, the Debtors' rights to pursue collection of the Earnout, and to pursue recoveries on the DSC Assigned Causes of Action, shall be preserved for, and assigned to, Delaware Street (in the case of the Earnout, subject to its obligation to pay the Settlement Sum to the Hartford Liquidating Trust). Delaware Street shall have the right to sue for, prosecute and enforce such rights and claims, and to recover amounts due in connection therewith for its own account. The Buyers, and the subjects of the DSC Assigned Causes of Action, shall be absolved from any liability to the Debtors if and to the extent that they satisfy any obligations to the Debtors by making payment to Delaware Street, and the Debtors shall not pursue any claim to the Earnout or the DSC Assigned Causes of Action except upon the request of Delaware Street.

62. Plan Controls. In the event and to the extent that any provision of the Plan is inconsistent with the provisions of the Disclosure Statement, or any other agreement to be executed by any Person pursuant to the Plan, the provisions of the Plan shall control and take precedence. In the event of any inconsistency between any provision of any of the foregoing documents, and any provision of the Confirmation Order, the Confirmation Order shall control and take precedence.

63. Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930 shall be paid on the earlier of when due or the Effective Date, or as soon thereafter as practicable. From and after the Effective Date, the Hartford Liquidating Trustee shall be liable for and shall pay the fees under 28 U.S.C. § 1930 assessed against the Debtors' estate under 28 U.S.C. § 1930 until entry of a final decree closing the Case. In addition, the Hartford Liquidating Trustee shall file post-confirmation quarterly reports or any pre-confirmation monthly operating reports not filed as of the Confirmation Hearing in conformity with the U.S. Trustee guidelines, until entry of an order closing or converting the case. The U.S. Trustee shall

not be required to file a request for payment of its quarterly fees, which shall be deemed an administrative claim against the Debtors and their estates.

64. References to Plan Provisions. The failure specifically to include or refer to any particular article, section, or provision of the Plan or any related document in the Confirmation order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Bankruptcy Court that the Plan and any related documents be confirmed in their entirety.

65. Authorization to Consummate. The Debtors are authorized to consummate the Plan at any time after the entry of the Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to the Effective Date set forth in Article V of the Plan.

66. Final Confirmation Order. This Confirmation Order is a final order which shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(h), 6006(d), 7062 or otherwise.

Enter:

Dated: SEP 25 2012

United States Bankruptcy Judge

Prepared by:

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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 October 12, 2012*)

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TAB 3

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

HARTFORD COMPUTER HARDWARE INC.

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

October 11, 2012

FTI CONSULTING

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

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

FOURTH 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 Unites States Code (the "**Chapter 11 Proceedings**") in the United States Bankruptcy Court for the Northern District of Illinois Eastern Division (the "**US Bankruptcy Court**"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the prior reports of FTI Consulting Canada Inc., in its capacity as Information Officer in this Recognition Proceeding.

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, (the "**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. On this website, the Information provides a link to the website of Kurtzman Carson Consultants LLC, which posts all of the notices and materials in connection with the Chapter 11 Proceedings.

6. On December 21, 2011, the Court granted a recognition order in respect of the following orders: Joint Administration Order; Foreign Representative Order; Pre-petition Wages Order; Customer Obligation Order; Prepetition Shipping Order; Insurance 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 Utilities Order; and the Bidding Procedures Order.

8. On March 9, 2012, the Court granted a recognition order in respect of the order for 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. This sale transaction closed on April 2, 2012.

9. On April 10, 2012, the US Bankruptcy Court made an order extending the exclusivity period during which the Chapter 11 Debtors may file a plan and solicit acceptance thereto to June 29, 2012 and August 31, 2012, respectively.

10. On April 23, 2012, the Court granted a recognition order in respect of the Proof of Claims Order and the CRO Order.

11. On August 8, 2012, the US Bankruptcy Court made an order (I) approving the adequacy of the disclosure statement, (II) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan, (III) fixing the bar date for professional fee claims, (IV) fixing the date, time and place for confirmation hearing, and (V) establishing procedures for rejection claims (the "**Solicitation Procedure Order**").

12. On September 25, 2012, the US Bankruptcy Court made an Order confirming the Chapter 11 Debtors and the Official Committee of Unsecured Creditors of the Chapter 11 Debtors' (the "**Creditors Committee**") Joint Plan of Liquidation dated September 25, 2012 (the "**Confirmation Order**").

13. The purpose of this, the Fourth Report of the Information Officer, is to:

(a) inform the Court on the Joint Plan of Liquidation of the Chapter 11 Debtors and the Creditors Committee (the "**Plan**") and its approval and confirmation by the US Bankruptcy Court,

(b) support the recognition by the Court of the Confirmation Order;

(c) seek the approval of the Fourth Report of the Information Officer and the activities and conduct of the Information Officer contained therein;

(d) seek the approval of the fees and disbursements of the Information Officer and its counsel, Norton Rose LLP ("**NR**"); and

(e) request that FTI Consulting be discharged as the Information Officer in these Recognition Proceedings and that the proceedings be terminated effective upon the implementation of the Plan.

14. 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.

15. Unless otherwise stated, all monetary amounts contained herein are expressed in United States dollars, capitalized terms not herein defined have the meanings ascribed in previous reports of the Information Officer.

THE PLAN

16. The Plan embodies a settlement agreement reached among the Chapter 11 Debtors, the Creditors Committee and the Chapter 11 Debtors' senior secured creditor, Delaware Street Capital Master Fund, L.P. ("**Delaware Street**"). Capitalized terms under this section of the Report which are not otherwise defined shall have the meaning ascribed to them in the Plan. A copy of the Plan and the Amended Disclosure Statement for the Plan is attached hereto as Appendices "A" and "B".

17. The US Bankruptcy Court approved the plan, found that each of the required elements of the Bankruptcy Code were satisfied and granted the Confirmation Order confirming the Plan on September 25, 2012.

18. The Effective Date of the Plan is defined in the Plan as the first business day after the following conditions have been satisfied or duly waived pursuant to the terms of the Plan: (1) the Hartford Liquidating Trust shall have been duly executed by the parties; (2) the US Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably satisfactory to the Chapter 11 Debtors, Delaware Street and the Creditors Committee; and (3) the Confirmation Order shall become a Final Order.

19. The Plan will become effective when all assets are transferred either to Delaware Street or to the Hartford Liquidating Trust pursuant to the terms of the Plan. The Chapter 11 Debtors anticipate that this will occur before October 31, 2012.

20. The Plan is the final step towards winding up the affairs of the Chapter 11 Debtors and transferring essentially all of their remaining assets to a liquidating trust for the benefit of unsecured creditors. Pursuant to the terms of the Plan, Delaware Street has agreed to contribute funds to the trust and waive millions of dollars in deficiency claims so that a distribution can be made to the Chapter 11 Debtors' unsecured creditors and release its liens on the Chapter 11 Debtors' assets in an amount to pay allowed administrative and priority claims in full.

21. These contributions from Delaware Street are essential to the Plan's feasibility, and without them it is highly unlikely the Chapter 11 Debtors' unsecured creditors would receive any distribution from the Chapter 11 Debtors. The Plan achieves a prompt and cost-effective distribution of the remaining assets of the Chapter 11 Debtors' Estates, met the statutory requirements for confirmation and in the Chapter 11 Debtors' and Creditors Committee's view maximizes value for administrative, priority and general unsecured creditors that would not have been available otherwise.

22. The Chapter 11 Debtors and the Creditors Committee are also of the view that the liquidation of the Chapter 11 Debtors' Estates pursuant to Chapter 11 as proposed in the Plan avoids unnecessary delay and additional costs that would have been incurred if these Chapter 11 Proceedings were converted to Chapter 7.

The Settlement leading to the Plan

23. As a result of the Creditors Committee's extensive investigation and analysis, the Creditors Committee and the Chapter 11 Debtors determined a settlement was in the best interests of the Chapter 11 Debtors' estates. On May 8, 2012, the Creditors Committee's chairman, Peter Kravitz, and the Creditors Committee's professionals met with representatives of Delaware Street and the Chapter 11 Debtors to discuss the Creditors Committee's analysis of its potential causes of action and the possibility of settlement. After lengthy discussion among the parties about the perceived strengths and weaknesses of potential derivative actions against Delaware Street and its principals and the range of possible litigation outcomes, the Creditors Committee, Delaware Street and the Chapter 11 Debtors reached agreement on the key terms of the settlement that is incorporated into the Plan.

24. The key terms of the settlement that have been embodied in the Plan are as follows:

(a) Delaware Street's consent to the Chapter 11 Debtors' use of its cash collateral pursuant to a budget and a form of cash collateral order, both in form and substance acceptable to Delaware Street, necessary for the Chapter 11 Debtors and the Creditors Committee to file, confirm and consummate the Plan.

(b) On and subject to the Effective Date of the Plan, Delaware Street's carve out from its liens a sum (the "**Settlement Sum**") for the benefit of all General Unsecured Creditors holding Allowed Unsecured Claims as follows: (a) cash in the sum of $333,000; (b) the first dollars of any Earnout payable to the Chapter 11 Debtors by the Purchaser for the calendar year ending December 31, 2012, in an amount not exceeding $450,000; and (c) the first dollars of any Earnout payable to the Chapter 11 Debtors by the Purchaser for the calendar year ending December 31, 2013, in an amount not exceeding $667,000 less any amount recovered by the General Unsecured Creditors under subpart (b) hereof. The Settlement Sum shall fund the a trust (the "**Hartford Liquidating Trust**"). The assets of the Hartford Liquidating Trust will be used to fund Distributions to the General Unsecured Creditors. Delaware Street shall waive its share of the General Unsecured Claims entitled to payment from the Hartford Liquidating Trust assets.

(c) Delaware Street's consent to the use of its cash collateral in an amount necessary to pay all Administrative Expense Claims, Priority Tax Claims and Priority Wage Claims, in an amount set forth in the Cash Collateral Budget plus up to an additional $300,000.

(d) Subject to the Settlement Sum, all rights to collect any Earnouts payable by the Purchaser shall be assigned to Delaware Street on the Effective Date.

(e) The claims set forth in the Shareholder Suit shall be deemed settled, released, and dismissed with prejudice as of the Effective Date and all other claims of the Chapter 11 Debtors against Delaware Street shall be deemed released as of the Effective Date.

(f) Delaware Street will waive any deficiency claim and will not participate in any distributions to General Unsecured Creditors.

(g) All parties in interest will be permanently enjoined from prosecuting any claims relating to the Chapter 11 Debtors against Delaware Street. The DSC Assigned Causes of Action, which include claims against directors, officers, employees and agents of the Chapter 11 Debtors (including Avoidance Actions) will be assigned to Delaware Street, and Delaware Street shall have exclusive standing to pursue such claims; provided, however, that if and to the extent that a director or officer of the Chapter 11 Debtors files a non administrative, non-priority claim against the Chapter 11 Debtors which, if allowed, would be a General Unsecured Creditor, the Hartford Liquidating Trust may bring an avoidance action against such director or officer solely for purposes of offsetting against the amount of such non-administrative, non priority claim, but may not seek affirmative recovery from such director or officer.

The Acceptance of the Plan by the Voting Creditors

25. The Chapter 11 Debtors received overwhelming acceptance of the Plan by the creditors. The Plan was accepted by both voting classes: 100% in number and dollar amount of Class I Secured Claims – Delaware Street and 96.34% in number and 99.95% in dollar amount of Class III General Unsecured Creditors. Based upon the Plan formulation process and the Plan voting results, the Chapter 11 Debtors are of the view, and the Information Officer agrees, that the Plan is in the best interests of the Chapter 11 Debtors' Estates, creditors and other stakeholders. The result of the vote is illustrated in the table below and shows that the Holders

of Claims in Class I and Class III (the only Voting Classes) overwhelmingly voted in favour of the Plan:

Plan Class	Percentage of Number Voting to Accept Plan	Percentage of Number Voting to Reject Plan	Percentage of Dollar Amount Voting to Accept Plan	Percentage of Dollar Amount Voting to Reject Plan
Class I: Secured Claims – Delaware Street	100%	0%	100%	0%
Class III: Allowed General Unsecured Claims	96.34%	3.66%	99.95%	0.05%

26. In the Information Officer's view, this level of support reflects the success of the sale of the Chapter 11 Debtors' assets (previously approved by the US Bankruptcy Court and recognized by the Court) and the fair and equitable nature of the settlement between the Chapter 11 Debtors, the Creditors Committee and Delaware Street.

27. The US Bankruptcy Court found that the votes for the acceptance and rejection of the Plan were solicited in good faith and in compliance with the US Bankruptcy Code, the Disclosure Statement, the Solicitation Procedures Order and all other applicable rules. laws and regulation. The US Bankruptcy Court also found that the all procedures used to tabulate the vote were fair and conducted in accordance with the Solicitation Procedures Order, the US Bankruptcy Code, and all other applicable laws and regulations.

PROFESSIONAL FEES

28. The Information Officer and its legal counsel have maintained detailed records of their professional time and disbursements since the commencement of these Recognition Proceedings.

29. Pursuant to paragraph 12 of the Supplemental Order, the Information Officer and its legal counsel shall be paid their reasonable fees and disbursements. In addition, pursuant to paragraph 13 of the Supplemental Order, the Information Officer and its legal counsel are required to pass their accounts from time to time and for this purpose the accounts are referred to the Court.

30. The total fees of the Information Officer for the period of November 16, 2011 and September 30, 2012 are in the amount of $37,874.00, together with disbursements in the amount of $11,877.24 and HST in the amount of $0.00. The time spent by the Information Officer is more particularly described in the affidavit of Ms. Toni Vanderlaan, sworn on October 11, 2012.

31. The Receiver retained NR as its legal counsel on November 16, 2011. The total legal fees incurred by NR during the period from this date to September 30, 2012 are in the amount of $19,205.00, together with disbursements in the amount of $423.74 and HST in the amount of $0.00. The time spent by NR is more particularly described in the affidavit of Mr. Mario Forte a partner at NR sworn on October 11, 2012.

DISCHARGE OF THE INFORMATION OFFICER AND TERMINATION OF THE RECOGNITION PROCEEDINGS

32. As the implementation of the Plan will be the final step in the winding down of the affairs of the Chapter 11 Debtors and the Chapter 11 Proceedings, the functions of the Information Officer are no longer required in respect of these Recognition Proceedings. The Information Officer does not anticipate any further steps being required in the Recognition Proceedings.

33. The Information Officer believes that it is appropriate at this time to request an Order discharging FTI Consulting as Information Officer, relieving it from any further duties in respect of these recognition proceedings and terminating the Recognition Proceedings.

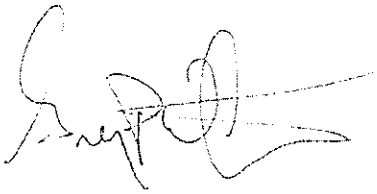
SUMMARY

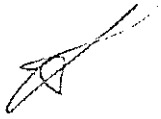
34. In considering the information that has been made available to the Information Officer, the Information Officer is of the view that it is fair and appropriate for this Honourable Court to grant an Order recognizing the Confirmation Order confirming the Plan as described herein and issued in the Chapter 11 Proceeding and granting the other relief being sought by the Chapter 11 Debtors.

35. The Information Officer respectfully submits to the Court this Fourth Report.

Dated this 11th day of October, 2012.

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





Greg Watson
Senior Managing Director

Toni Vanderlaan
Managing Director

APPENDIX "A"

Docket #0399 Date Filed: 7/23/2012

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)
	)	(Jointly Administered)
	)	
Debtors.	)	Hon. Pamela S. Hollis

DEBTORS' AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS' JOINT PLAN OF LIQUIDATION

Dated: June 13, 2012

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Counsel for the Creditors' Committee

[1] The Debtors are Hartford Computer Hardware, Inc. (FEIN 27-4297525), Old NS, LLC (f/k/a Nexicore Services, LLC) (FEIN 03-0489686), Hartford Computer Group, Inc. (FEIN 36-2973523), and Hartford Computer Government, Inc (FEIN 20-0845960).

Introduction

Hartford Computer Hardware, Inc. and the other Debtors[2] in the above-captioned Cases, together with the Creditors' Committee appointed in these Cases, jointly propose the following Plan. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates a proposed compromise and settlement of potential litigation regarding certain issues, including without limitation, the resolution of outstanding Claims against, and Interests in, the Debtors. The Debtors and the Creditors' Committee are joint proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of the Claims and Interests set forth in the Plan shall be deemed to apply to all Debtors, unless otherwise specified. Reference is made to the Disclosure Statement, distributed contemporaneously herewith, and all exhibits to the Disclosure Statement. In the event of any inconsistency between the Disclosure Statement and the Plan, the relevant provision of the Plan, as it relates to such inconsistency, will govern. Subject to the restrictions and requirements set forth in section 1127 the Bankruptcy Code, Fed. R. Bankr. P. 3019, and the Plan, the Debtors reserve the right to alter, amend, modify or withdraw this Plan at any time before its substantial consummation.

Article I

1.1 Definitions of Terms Utilized in the Plan.

Unless the context otherwise requires or a term is defined within the Plan itself, the following terms shall have the respective meanings set forth below, except as expressly provided otherwise.

1.1.1 **Administrative Claim:** Any cost or expense of administration of the Cases allowed by the Bankruptcy Court pursuant to section 503(b) of the Bankruptcy Code, including, without limitation, Professional Fee Claims.

1.1.2 **Allowed Claim:** Any Claim (i)(a) for which a proof of claim was timely Filed with the Bankruptcy Court by the Bar Date; or (b) that is listed in the Schedules and not listed as disputed, contingent or unliquidated as to amount; and, in either case, as to which no objection to the allowance thereof has been Filed by the Claims Objection Deadline or (ii) which has otherwise been allowed by a Final Order. Unless otherwise specified in the Plan, an "Allowed Claim" shall not include: (i) untimely Filed Claims or untimely requests for administrative expenses, (ii) interest, fees, or other damages accruing on or related to the principal amount of the Allowed Claim from and after the Petition Date, and (iii) any punitive damages.

1.1.3 **Allowed Class . . . Claim:** An Allowed Claim in the designated Class.

1.1.4 **APA:** That certain Asset Purchase Agreement by and between Avnet, Inc., Avent International (Canada) Ltd., Hartford Computer Group, Inc. and Nexicore Services, LLC dated as of December 12, 2011.

1.1.5 **Assets:** Any and all right, title, and interest of any of the Debtors in and to property of whatever type or nature.

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[2] All capitalized terms used in this introductory paragraph are defined below.

1.1.6 **Assumption Order:** The Order Authorizing the Assumption and Assignment of Certain Additional Leases and Contracts Under Bankruptcy Code section 365 entered by the Bankruptcy Court on March 20, 2012 [Docket No. 221].

1.1.7 **Avnet Transaction:** The transactions approved by the Sale Order and contemplated by the APA.

1.1.8 **Avoidance Actions:** Any and all pending or possible actions, proceedings, accounts, controversies, agreements, promises, claims, and rights, except the DSC Assigned Causes of Action and those Avoidance Actions previously waived by the Debtors pursuant to any Final Order, of each Debtor and its Estate to avoid or recover a transfer of property of any of the Debtors' Estates or an interest of any of the Debtors in property, including, without limitation, actions arising under sections 506, 510, 541, 542, 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code and any other applicable federal, state, or common law, including fraudulent transfers, whether or not litigation has been commenced with respect to such Causes of Action as of the Effective Date.

1.1.9 **Balloting Agent:** Kurtzman Carson Consultants LLC or such other entity determined by the Debtors in consultation with the Committee.

1.1.10 **Bankruptcy Code:** Title 11 of the United States Code, as in effect on the Petition Date and as thereafter amended, if such amendments are made applicable to the Cases.

1.1.11 **Bankruptcy Court:** The United States Bankruptcy Court for the Northern District of Illinois-Eastern Division, or in the event such court ceases to exercise jurisdiction over any Case, such court or adjunct thereof that exercises jurisdiction over such Case in lieu of the United States Bankruptcy Court for the Northern District of Illinois-Eastern Division.

1.1.12 **Bankruptcy Rules:** The Federal Rules of Bankruptcy Procedure pursuant to title 28 of the United States Code, 28 U.S.C. § 2075, as they have been or may hereafter be amended.

1.1.13 **Bar Date:** June 12, 2012, which was the date by which a proof of claim or request for payment of Administrative Claim was to be Filed pursuant to the Bar Date Order.

1.1.14 **Bar Date Order:** The Order entered by the Court on April 12, 2012, establishing certain deadlines and procedures to file proofs of claim and administrative claims [Docket No. 266].

1.1.15 **Business Day:** Any day except a Saturday, Sunday or any day on which commercial banks in the State of Illinois are authorized or required by applicable law to close.

1.1.16 **Buyers:** Avnet, Inc. and Avnet International Canada, Ltd.

1.1.17 **Case:** With respect to each Debtor, the Chapter 11 case initiated by such Debtor's Filing on the Petition Date of a voluntary petition for relief in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code (collectively, the "**Cases**"). The Cases are being jointly administered in the Bankruptcy Court as Bankruptcy Case No. 11-49744 pursuant to the Order Directing Joint Administration of the Debtors' Cases entered by the Bankruptcy Court on December 15, 2011 [Docket No. 43].

1.1.18 **Cash:** Legal tender of the United States of America, or Canada, or equivalents thereof. Cash shall include money on hand as of the Effective Date, as well as the cash proceeds from the liquidating of any and all of the Debtors' remaining Assets, after payment of any and all expenses.

1.1.19 **Cash Collateral Budget.** The budget attached to the Debtors' Motion to Use Cash Collateral filed on or after the date of this Plan.

1.1.20 **Causes of Action:** Any and all actions, causes of action, proceedings, controversies, liabilities, obligations, rights, suits, choses in action, claims for money or refunds due, indebtedness (for borrowed money or in the nature of a guarantee), damages, judgments, Claims, objections to Claims, benefits of subordination of Claims, demands, debts, liens, contracts, agreements, promises, representations, torts, damages, costs, losses, attorneys' fees, moneys due on account, obligations, judgments or liabilities of any kind whatsoever, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising in law, equity arising out of agreement or imposed by statute, common law or otherwise, including but not limited to Avoidance Actions but expressly excluding any interest of the Debtors in any tax refund, or any deposit, deposit account, certificate of deposit, bank, brokerage or similar account, trust account, reserve account, escrow account or the like.

1.1.21 **Chief Restructuring Officer:** Steven Nerger of Silverman Consulting as appointed by the Bankruptcy Court pursuant to that certain Order Granting Debtors' Application for an Order Pursuant to 11 U.S.C. §§ 105(a) and 363(b) Authorizing the Employment and Retention of Certain Professionals from Silverman Consulting and Steven Nerger as Chief Restructuring Officer Nunc Pro Tunc to April 3, 2012 entered on April 12, 2012 [Docket No. 270].

1.1.22 **Claim:** A claim, as defined in section 101(5) of the Bankruptcy Code, against one of the Debtors (or all or some of them) whether or not asserted or Allowed.

1.1.23 **Claims Objection Deadline:** The end of the day (11:59 p.m., Central Time) on the date that is second anniversary of the Petition Date (i.e., December 12, 2013); provided, however, that such date may be extended in accordance with Section 2.4 of the Plan.

1.1.24 **Class:** A category of Claims or Interests designated pursuant to the Plan.

1.1.25 **Class . . . Claim/Interest:** The specific Class into which Allowed Claims or Allowed Interests are classified pursuant to the Plan.

1.1.26 **Confirmation:** Entry by the Bankruptcy Court of the Confirmation Order.

1.1.27 **Confirmation Date:** The date upon which the Confirmation Order is entered by the Bankruptcy Court.

1.1.28 **Confirmation Hearing:** Collectively, the hearing or hearings held by the Bankruptcy Court on confirmation of the Plan, as such hearing or hearings may be continued from time to time.

1.1.29 **Confirmation Order:** The Order of the Bankruptcy Court confirming the Plan.

1.1.30 **Creditor:** Holder of an Allowed Claim.

1.1.31 **Creditors' Committee:** The official committee of unsecured creditors of the Debtors appointed by the United States Trustee in the Cases pursuant to section 1102 of the Bankruptcy Code as its composition may be changed from time to time by addition, resignation or removal of its members.

1.1.32 **Debtor:** Individually, Hartford Computer Hardware, Inc., Hartford Computer Group, Inc., Hartford Computer Government, Inc., and Old NS, LLC f/k/a Nexicore Services, LLC (collectively, the "**Debtors**").

1.1.33 **Delaware Street:** Delaware Street Capital Master Fund, L.P.

1.1.34 **DIP Loan:** The secured post petition financing provided to the Debtors by Delaware Street that was approved on a final basis by order of the Bankruptcy Court on January 26, 2012 [Docket No. 137].

1.1.35 **Disallowed:** A Claim or any portion thereof that is not Allowed, including any untimely Filed Claims or untimely Filed requests for payment of administrative expenses.

1.1.36 **Disputed Claim:** Any Claim, (i) proof of which has been Filed and to which an objection to the allowance thereof has been Filed before the Claim Objection Deadline and such objection has not been either (a) determined by a Final Order or (b) been settled by the parties under a settlement approved by Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019; or (ii) which was scheduled as contingent, unliquidated, or disputed on the Debtors' Schedules.

1.1.37 **Distribution(s):** The Debtors' and/or Hartford Liquidating Trustee's initial, interim and/or final distribution(s) of Cash and property to the Record Holders of Allowed Claims, as set forth in section 2.3 of the Plan.

1.1.38 **Distribution Reserve:** Cash from the Hartford Trust Assets in an amount equal to the Distribution or Distributions to Holders of Class III Claims that may be payable on account of Disputed Class III Claims if Allowed, which Cash will be held by the Hartford Liquidating Trustee pending allowance of Disputed Class III Claims, and then distributed on account of Allowed Class III Claims in accordance with Section 2.3 of the Plan.

1.1.39 **DSC Assigned Causes of Action:** Subject to the setoff rights of the Hartford Liquidating Trustee pursuant to Section 2.13.2 hereof, any and all Causes of Action that constitute property of the Debtors' Estates that have been or could be brought, whether directly or in any derivative capacity, against any of the Debtors' present or former directors, officers, employees, Insiders, and agents, including, without limitation, Brian Mittman, Jo Lamoreaux, Ron Brinckerhoff, Randy Hodgson, Rich Levin, John Nelson, Greg McDonald, Subhash Desai, Prashant Gupta, David Heller, Shepherd Pryor, IV, and Emily Roynesdal.

1.1.40 **Earnout:** All sums payable pursuant to the Section 3.5 of the APA.

1.1.41 **Effective Date**: The first Business Day on which all of the conditions set forth in Article V of the Plan has been satisfied or waived.

1.1.42 **Estate:** The bankruptcy estate of each Debtor, as created under section 541 of the Bankruptcy Code.

1.1.43 **Excess Cash:** All Cash of the Debtors remaining after the funding of the Cash portion of the Settlement Sum, the payment of all Allowed Administrative Claims, Priority Tax Claims, Priority Wage Claims and Professional Fee Claims payable on the Effective Date, and the funding of the reserve contemplated by Section 2.15.2 of the Plan; provided however that after the liquidation and payment of all Allowed Administrative Claims, Priority Tax Claims, Priority Wage Claims and Professional Fee Claims, any remaining Cash in the reserve contemplated by Section 2.15.2 hereof shall become Excess Cash.

1.1.44 **Face Amount:** (A) When used in reference to a Disputed Claim, the full stated amount claimed by the Claim Holder in any proof of claim timely Filed or otherwise deemed timely Filed by any Final Order of the Bankruptcy Court or other applicable bankruptcy law, and (B) when used in reference to an Allowed Claim, the Allowed amount of such Claim

1.1.45 **File, Filed, or Filing:** File, filed or filing with the Bankruptcy Court or its authorized designee in the Cases or with another Court or administrative body of competent jurisdiction.

1.1.46 **Final Decree:** The Order entered pursuant to section 350 of the Bankruptcy Code, Bankruptcy Rule 3022, and Local Rule 3022-1 closing the Cases.

1.1.47 **Final Order:** An order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in any Case or the docket of any other court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move for a new trial, reargument or rehearing has expired, and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing has been denied or resulted in no modification of such order, provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be Filed with respect to such order shall not cause such order not to be a Final Order.

1.1.48 **General Unsecured Claim:** Any Claim against a Debtor which is not (a) a Claim of Delaware Street, (b) a Subordinated Secured Claim, (c) an Administrative Claim, (d) a Priority Tax Claim, (e) a Priority Wage Claim, (f) a Professional Fee Claim, (g) a Claim subordinated to General Unsecured Claims under 11 U.S.C. § 510(b) or otherwise, or (h) an Interest.

1.1.49 **General Unsecured Creditor:** The Holder of a General Unsecured Claim.

1.1.50 **Hartford Liquidating Trust:** The Hartford Liquidating Trust to be created pursuant to Section 2.2 of the Plan for the benefit of Holders of Class III Allowed Claims.

1.1.51 **Hartford Liquidating Trust Agreement:** The agreement described in Section 2.2 of the Plan for the benefit of Holders of Class III Allowed Claims that establishes and delineates the terms and conditions of the Hartford Liquidating Trust, substantially in the form to be annexed hereto as Exhibit A (which form shall be acceptable in form and substance to the Creditors' Committee, and reasonably acceptable to the Debtors and Delaware Street) and filed with the Court within ten (10) business days prior to the Confirmation Hearing, which agreement is incorporated in full into and is a part of the Plan as if set forth herein.

1.1.52 **Hartford Liquidating Trustee:** The Person appointed pursuant to the Hartford Liquidating Trust Agreement to administer the Hartford Trust Assets.

1.1.53 **Hartford Trust Assets:** The assets to be transferred to the Hartford Liquidating Trust pursuant to the terms of the Hartford Liquidating Trust Agreement consisting of all of the Debtors' right, title and interest in the following property and assets of the Debtors, (a) the Settlement Sum and (b) all Causes of Action, except and specifically excluding (i) the DSC Assigned Causes of Action and (ii) any Claims or Causes of Action released by this Plan.

1.1.54 **Holder:** The Person that is the owner of record of a Claim or Interest, as applicable, including such Person's successors and/or assigns.

1.1.55 **Identified Avoidance Actions:** Those Avoidance Actions identified by the Debtors and appended as a confidential schedule to the Hartford Liquidating Trust Agreement, which the Hartford Liquidating Trustee shall be empowered to pursue immediately upon the Effective Date.

1.1.56 **Impaired:** With respect to any Class of Claims or Interests, the Claims or Interests in such Class that are impaired within the meaning of section 1124 of the Bankruptcy Code.

1.1.57 **Insider:** An insider, as defined in section 101(31) of the Bankruptcy Code.

1.1.58 **Interest:** Either (i) the legal, equitable, contractual or other rights of any Person with respect to the preferred or common stock, or any other equity interest in any of the Debtors, including any other interest in or right to convert into such equity interest (ii) the legal, equitable, contractual or other right of any Person to acquire or receive any of the foregoing or (iii) a claim subordinated to the General Unsecured Claims pursuant to Section 510(b) of the Bankruptcy Code.

1.1.59 **Lien:** With respect to any interest in property, any mortgage, lien, pledge, charge, security interests or encumbrance of any kind affecting such interest in property.

1.1.60 **Local Rules:** The Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Illinois, as amended from time to time.

1.1.61 **Noticing Agent Website:** http://www.kccllc.net/Hartford

1.1.62 **Order:** An order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in any Case or the docket of any other court of competent jurisdiction.

1.1.63 **Outside Date:** The date when (a) all final Distributions on account of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Professional Fee Claims, and Allowed Priority Wage Claims have been made by the Debtors, and (b) the Debtors have completed the liquidation of their assets (excluding than the Hartford Trust Assets) and determined that they have recovered all Cash and Excess Cash reasonably recoverable therefrom.

1.1.64 **Person:** An individual, limited liability company, corporation, partnership, association, trust or unincorporated organization, joint venture or other person or a government or any agency or political subdivision thereof.

1.1.65 **Petition Date:** December 12, 2012, the date on which the Debtors Filed their respective petitions for relief in the Bankruptcy Court.

1.1.66 **Plan:** This joint plan of liquidation of the Debtors and the Creditors' Committee, as the same may hereafter be amended or modified.

1.1.67 **Priority Tax Claim:** A Claim that is entitled to priority under section 507(a)(8) of the Bankruptcy Code.

1.1.68 **Priority Wage Claim:** A Claim that is entitled to priority under sections 507(a)(3)-(4) of the Bankruptcy Code.

1.1.69 **Professional:** Any professional employed in the Cases pursuant to sections 327, 328 or 1103 of the Bankruptcy Code or any Professional or other Person seeking compensation or reimbursement of expenses in connection with the Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

1.1.70 **Professional Fee Claim:** A Claim of a Professional for compensation or reimbursement of costs and expenses relating to services incurred during the period from the Petition Date to the Effective Date.

1.1.71 **Professional Fee Claim Bar Date:** The date that is thirty (30) days after the Effective Date.

1.1.72 **Record Date:** The Record Date shall be the Confirmation Date.

1.1.73 **Record Holder:** The Holder of an Interest or Claim as of the Record Date.

1.1.74 **Sale Order:** The Order Authorizing the Sale of Property of the Estate Under Bankruptcy Code section 363 and the Assumption and Assignment of Executory Contracts and Leases Under Bankruptcy Code section 365 entered by the Bankruptcy Court on February 28, 2012 [Docket No. 208].

1.1.75 **Scheduled Claim:** Any claim set forth on the Schedules.

1.1.76 **Schedules:** With respect to any Debtor, the Schedules of Assets and Liabilities Filed by such Debtor, as such Schedules may be amended from time to in accordance with Bankruptcy Rule 1009.

1.1.77 **Secured Claim:** A Claim that is secured by a lien on property in which the Debtors have an interest, which lien is valid, perfected and enforceable under applicable law or pursuant to a Final Order, or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Creditor's interest in such property or to the extent of the amount subject to setoff, as applicable, all as determined pursuant to section 506(a) of the Bankruptcy Code.

1.1.78 **Settlement Sum:** A carve out from Delaware Street's liens of: (a) cash in the sum of $333,000, (b) the first dollars of any Earnout payable to the Debtors by the Buyers for the calendar year ending December 31, 2012 in an amount not exceeding $450,000, and (c) the first dollars of any Earnout payable to the Debtors by the Buyers for the calendar year ending December 31, 2013 in an amount not exceeding $667,000 less any amounts calculated under subpart (b) of this definition.

1.1.79 **Shareholder Suit:** The case captioned *ARG Investments, Enable Systems, Inc., MRR Venture LLC, SKM Equity Fund II, L.P., and SKM Investment Fund II v. Delaware Street Capital Master Fund, L.P., Brian Mittman, Subhash Desai, Prashant Gupta, David Heller, Shepherd Pryor IV, And Emily Roynesdal* (Del. Ch. No. 6764-VCL) (as currently pending and as may be removed and transferred to the Bankruptcy Court).

1.1.80 **Subordinated Secured Claims:** Any Claims asserted against any of the Debtors by (i) MRR Venture LLC, an Illinois limited liability company, pursuant to that certain Amended Promissory Note dated as of May 9, 2005, in the initial principal balance of $1,166,388.89 made by Hartford Group, together with all other documents related thereto; and (ii) HCG Financial Services, Inc., an Illinois corporation, pursuant to that certain Subordinated Promissory Note dated as of May 9, 2005, in the initial principal balance of $869,000.00 made by Hartford Group, together with all other documents related thereto.

1.1.81 **Transaction:** The transactions contemplated by the APA and approved by the Sale Order and the Assumption Order.

1.1.82 **Unclassified Claims:** Claims which, pursuant to section 1123(a)(1) of the Bankruptcy Code, shall not be placed into a Class. Unclassified Claims include Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Priority Wage Claims.

1.1.83 **Unimpaired:** With respect to a Class of Claims or Interests, any Class that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

1.1.84 **United States Trustee:** The Office of the United States Trustee for Region 11.

1.1.85 **Voting Class:** Class I and Class III, which are Impaired and entitled to vote on the Plan.

1.1.86 **Working Capital Adjustment:** All sums payable by the Buyer pursuant to Section 3.4 of the APA.

Article II

IMPLEMENTATION AND EXECUTION OF THE PLAN

2.1 **Effective Date.** The Plan shall become effective on the Effective Date.

2.2 **The Hartford Liquidating Trust.**

2.2.1 **Establishment of Hartford Liquidating Trust.** The Debtors shall transfer all of the Hartford Trust Assets to the Hartford Liquidating Trust on the Effective Date. Such transfer of assets shall be free and clear of all Liens and Claims.

2.2.2 **Execution of Hartford Liquidating Trust Agreement.** On the Effective Date, the Hartford Liquidating Trust Agreement, in a form consistent with the Plan shall be executed, and all other necessary steps to establish the Hartford Liquidating Trust shall be taken. In the event of any conflict between the terms of the Hartford Liquidating Trust Agreement and the terms of this Plan, the terms of the Plan shall be controlling.

2.2.3 **Hartford Liquidating Trustee.** The trustee of the Hartford Liquidating Trust shall be Peter Kravitz.

2.2.4 **Authority and Role of the Hartford Liquidating Trustee.** The authority and role of the Hartford Liquidating Trustee shall be in accordance with the provisions of the Hartford Liquidating Trust Agreement. In furtherance of and consistent with the purpose of the Hartford Liquidating Trust and the Plan, solely for the purpose of carrying out the Plan and discharging the duties in the Hartford Liquidating Trust Agreement, the Hartford Liquidating Trustee shall be deemed to be a judicial substitute for each of the Debtors as the party-in-interest in these Bankruptcy Cases, under the Plan or in any judicial proceeding or appeal to which any Debtor is a party, consistent with section 1123(b)(3)(B) of the Bankruptcy Code and applicable State corporate law, and is appointed as the successor-in-interest to, and representative of, the Estates for the retention and enforcement of all claims and rights, known and unknown, which arose prior to the Confirmation Date, except for all Administrative Claims, Priority Tax Claims, all Priority Wage Claims, the Allowed Class I Secured Claim of Delaware Street, the DSC Assigned Causes of Action, and any right or Cause of Action released pursuant to this Plan. On the Effective Date or the Outside Date, which ever is later, the current officers and directors of each of the Debtors, including, without limitation, the Chief Restructuring Officer, shall be deemed to have resigned and shall be fully discharged from their responsibilities and duties as officers and directors of the Debtors.

2.2.5 **Authorization.** The Hartford Liquidating Trustee shall be empowered and authorized to, among other things: (a) liquidate the Hartford Trust Assets; (b) make one or more Distributions after the Effective Date of Hartford Trust Assets pursuant to his reasonable business judgment and in accordance with the Hartford Liquidating Trust Agreement; (c) pursue, in accordance with his reasonable business judgment, Identified Avoidance Actions; (d) after December 1, 2013 pursue, in accordance with his reasonable business judgment, Avoidance Actions against any Person (except DSC Assigned Causes of Action and any Cause of Action released pursuant to this Plan); (e) retain and/or employ professionals; (f) after the Outside Date, exercise all power and authority that may be exercised by any officer, director or Holder of an Interest in such Debtor with like effect as if authorized, exercised and taken by unanimous

consent of such officers, directors or Holders of Interests; (g) pursue objections to, and estimations and settlements of, Class III Claims; (h) prosecute any Causes of Action of the Estates, except the DSC Assigned Causes of Action and Causes of Action released pursuant to this Plan; provided, however, that, as set forth in the Hartford Liquidating Trust Agreement, prior to December 1, 2013, the Hartford Liquidating Trustee may only commence Avoidance Actions that constitute Indentified Avoidance Actions; (i) calculate and implement all Distributions to be made under this Plan to Creditors holding Allowed Class III Claims pursuant to the Hartford Liquidating Trust Agreement; (j) market, sell, lease, or otherwise dispose of or realize the value of all Hartford Liquidating Trust Assets; (k) file all required tax returns and pay taxes and all other obligations on behalf of the Hartford Liquidating Trust; (l) file required operating reports and quarterly reports relating to the Hartford Liquidating Trust; and/or (m) take all other actions to complete the liquidation, dissolution and wind-up of the Hartford Liquidating Trust in accordance with applicable non-bankruptcy law. The Hartford Liquidating Trustee shall serve as the disbursing agent for holders of Allowed Class III Claims. The Hartford Liquidating Trustee shall also be authorized and directed to review, object to, prosecute, negotiate, settle or otherwise compromise any Disputed Class III Claims, pending Causes of Action or other Avoidance Actions (but specifically excluding the DSC Assigned Causes of Action and Causes of Action released pursuant to this Plan), in each case in accordance with Bankruptcy Rule 9019; provided, however, that any such Disputed Class III Claim, pending Cause of Action, or other Avoidance Action may be settled by the Hartford Liquidating Trustee in an amount less than $50,000 without the need for Bankruptcy Court approval under Bankruptcy Rule 9019 or otherwise. The powers granted to the Hartford Liquidating Trustee shall be exercisable without further approval of the Court.

2.2.6 **Liquidation of Assets.** The Debtors shall pursue the recovery and liquidation of any remaining miscellaneous Assets, other than the Hartford Trust Assets, the DSC Assigned Causes of Action, and any Claims or Causes of Action released by this Plan, in a commercially reasonable manner. The Hartford Liquidating Trustee shall pursue recovery of Hartford Liquidating Trust Assets in accordance with the terms of the Hartford Liquidating Trust Agreement.

2.2.7 **Compensation of the Hartford Liquidating Trustee and the Hartford Liquidating Trustee's Professionals.** The Hartford Liquidating Trustee shall be entitled to reasonable compensation in an amount consistent with that of similar professionals in similar types of bankruptcy proceedings. The costs and expenses of the Hartford Liquidating Trustee, including the fees and expenses of the Hartford Liquidating Trustee and his retained professionals, shall be paid out of the Hartford Trust Assets and shall be paid without further Bankruptcy Court approval and in the Hartford Liquidating Trustee's reasonable business judgment. The Hartford Liquidating Trustee shall maintain appropriate reserves to fund administrative expenses and operating expenses during the implementation of the Hartford Liquidating Trust. Such reserves shall be established by the Hartford Liquidating Trustee in accordance with his reasonable business judgment.

2.2.8 **Execution of Documents.** The Debtors and Hartford Liquidating Trustee, as applicable, may execute any and all documents and instruments necessary to effectuate the Plan.

2.2.9 **Cash.** The Hartford Liquidating Trustee may invest Cash of the Hartford Liquidating Trust (including any earnings thereon); provided, however, that such investments are

investments permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

2.2.10 **Retention of Professionals by the Hartford Liquidating Trustee.** The Hartford Liquidating Trustee may retain and reasonably compensate counsel and other professionals to assist in his or her duties on such terms as the Hartford Liquidating Trustee deems appropriate without Bankruptcy Court approval. The Hartford Liquidating Trustee may retain any professional who represented parties in interest in the Cases.

2.3 **Delivery of Distribution.** Any Distribution shall be made to Record Holders of Allowed Claims: (i) at the address set forth on the proof of claim Filed by such Holder, (ii) at the address set forth in any written notices of address change Filed by such Holder, (iii) at the addresses reflected in the Schedules if neither a proof of claim nor a written notice of address change has been Filed, or (iv) if the Holder's address is not listed in the Schedules, at the last known address of such Holder according to the Debtors' books and records. Except as otherwise provided for herein, ordered by the Bankruptcy Court, or otherwise, Distributions under the Plan shall be made as soon as is practicable on the later to occur of (a) the Effective Date, (b) when a Claim becomes an Allowed Claim, or (c) when sufficient Cash is available for a Distribution to a particular Class pursuant to the treatment of such Class under the Plan, as determined by the Debtors (in respect of Allowed Administrative Claims, Priority Tax Claims and Priority Wage Claims) and the Hartford Liquidating Trustee (in respect of Allowed Class III Claims) in accordance with their respective reasonable business judgment. The Debtors shall make all Distributions to Holders of Allowed Administrative Claims, Priority Tax Claims and Wage Claims due and payable on the Effective Date or the Outside Date, as appropriate. The Hartford Liquidating Trustee shall make all Distributions payable to Holders of Allowed Class III Claims pursuant to the provisions of the Hartford Liquidating Trust.

In accordance with the provisions of the Hartford Liquidating Trust Agreement, the Hartford Liquidating Trustee shall establish a reserve of Cash that he estimates to be sufficient to satisfy incurred and anticipated post-Effective Date Claims to be incurred by the Hartford Liquidating Trustee and to fund the Distribution Reserve. The Hartford Liquidating Trustee may make any additional Distribution after the initial Distribution is made on or about the Effective Date as provided in the Hartford Liquidating Trust Agreement. Such additional Distribution may be made at such time(s) and in such amount(s) as are consistent with the Hartford Liquidating Trust Agreement. The Hartford Liquidating Trustee shall be permitted, in its discretion, to withhold distributions from any beneficiary of the Hartford Liquidating Trust until it shall have received a tax identification number and such other tax withholding forms as it may reasonably require to comply with applicable federal, state, or local laws.

IF A DISTRIBUTION BY THE HARTFORD LIQUIDATING TRUSTEE TO ANY HOLDER OF AN ALLOWED CLASS III CLAIM IS RETURNED AS UNDELIVERABLE, NO FURTHER DISTRIBUTIONS TO SUCH HOLDER SHALL BE MADE UNLESS THE HARTFORD LIQUIDATING TRUSTEE IS NOTIFIED OF SUCH HOLDER'S THEN-CURRENT ADDRESS WITHIN NINETY (90) DAYS FOLLOWING THE RETURN RECEIPT OF SUCH UNDELIVERABLE DISTRIBUTION, AT WHICH TIME ALL MISSED DISTRIBUTIONS SHALL BE MADE TO SUCH HOLDER WITHOUT INTEREST. IF NO SUCH NOTICE IS

TIMELY RECEIVED BY THE HARTFORD LIQUIDATING TRUSTEE, THEN ALL PROPERTY UNCLAIMED BY SUCH HOLDER OF AN ALLOWED CLASS III CLAIM THEN OR THEREAFTER PAYABLE SHALL REVERT TO THE HARTFORD LIQUIDATING TRUSTEE TO BE DISTRIBUTED IN ANY SUBSEQUENT DISTRIBUTIONS MADE TO HOLDERS OF OTHER ALLOWED CLASS III CLAIMS IN ACCORDANCE WITH THE HARTFORD LIQUIDATING TRUST AGREEMENT.

2.4 **Procedures for Treating and Resolving Disputed Claims.** No payments or Distributions will be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim. All objections to Claims must be filed by the Hartford Liquidating Trustee or any other party in interest entitled to object under the Bankruptcy Code and/or Bankruptcy Rules on or before the Claims Objection Deadline. The Claims Objection Deadline may be extended by the Bankruptcy Court for cause shown. The filing of a motion to extend the Claims Objection Deadline shall automatically extend the Claims Objection Deadline until a Final Order is entered on such motion. In the event that such motion is denied, the Claims Objection Deadline shall be the later of the current Claims Objection Deadline (as previously extended, if applicable) or 30 days after the Bankruptcy Court's entry of an order denying the motion to extend the Claims Objection Deadline. Following the Effective Date, the Hartford Liquidating Trustee shall have the exclusive authority to object to Class III Claims. The transferee of any Claim shall enjoy no greater rights than any previous transferor of that Claim and all defenses to the Claim of any such transferor (including under section 502(d) of the Bankruptcy Code) may be asserted against the Claim's transferee. Any Person listed on Exhibit B hereto as a potential defendant in an Avoidance Action that is not also an Identified Avoidance Action shall be deemed a Holder of a Disputed Claim unless the Hartford Liquidating Trustee agrees otherwise in his sole and absolute discretion.

2.5 **Distribution Reserve.** The Hartford Liquidating Trustee will withhold the Distribution Reserve from the property to be distributed to Holders of Allowed Class III Claims. The Hartford Liquidating Trustee may request that the Bankruptcy Court estimate for purposes of allowance any Disputed Class III Claim, and the Hartford Liquidating Trustee will withhold the Distribution Reserve based upon the estimated amount of each such Disputed Class III Claim as determined by Final Order of the Bankruptcy Court. If the Hartford Liquidating Trustee elects not to request such estimation from the Bankruptcy Court with respect to a Disputed Class III Claim that is contingent or unliquidated, the Hartford Liquidating Trustee will withhold the Distribution Reserve based upon the appropriate pro rata percentage distribution of the Face Amount of such Claim. The Distribution Reserve shall be closed and extinguished by the Hartford Liquidating Trustee when all distributions and other dispositions of Cash or other property required to be made therefrom under the Hartford Liquidating Trust have been made. Upon closure of the Distribution Reserve, all Cash and other property held therein shall become part of the general Hartford Trust Assets.

2.6 **Distributions After Allowance.** Payments and Distributions on account of a Disputed Claim, to the extent that such Disputed Claim ultimately becomes an Allowed Claim, will be made in accordance with provisions of the Plan that govern the Class in which such Claim is classified. Distributions on account of Disputed Class III Claims shall be made in accordance with the terms of the Hartford Liquidating Trust Agreement. All Distributions made under this

Section of the Plan on account of an Allowed Claim shall be made as if such Claim had been an Allowed Claim on the dates Distributions were previously made to Allowed Claims.

2.7 **Substantive Consolidation.** For the purposes of the Cases and the Plan only, all Assets of and Claims against the Debtors will be deemed to be substantively consolidated. As a result, Claims filed against multiple Debtors seeking recovery of the same debt shall be treated as one non-aggregated Claim against the consolidated Debtors' estates to the extent such Claim is an Allowed Claim. Claims of Debtors against other Debtors will be disregarded for both voting and Distribution purposes.

2.8 **Records.** Pursuant to section 554 of the Bankruptcy Code, the Hartford Liquidating Trustee shall be authorized to abandon and/or destroy all originals and/or copies of documents and business records upon order of the Bankruptcy Court obtained on motion on twenty-one days notice to the Debtors' Bankruptcy Rule 2002 service list.

2.9 **Effectuating Documents.** The Hartford Liquidating Trustee and/or a duly appointed chief restructuring officer of the Debtors shall be authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such other actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan.

2.10 **Objections to Claims.** Except as provided herein and in section 4.3 of the Plan, any objection to the allowance of a timely-Filed Claim which objection is not Filed by the Claims Objection Deadline shall be deemed waived, and the Claim shall be an Allowed Claim in the amount set forth on the proof of claim Filed by the Holder of such Claim. No deadline is established by this Plan for filing objections to proofs of claim Filed after the Claims Bar Date.

2.11 **Term of Injunctions or Stays.** Unless otherwise provided herein or in a Final Order, all injunctions or stays provided for in the Cases pursuant to section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the close of the Cases.

2.12 **Preservation of Causes of Action.** Any and all Causes of Action accruing to the Debtors and Debtors in Possession, including but not limited to Avoidance Actions, but specifically excluding the DSC Assigned Causes of Action and Causes of Action released pursuant to this Plan, shall be preserved for, transferred to, and retained by the Hartford Liquidating Trust and the Hartford Liquidating Trustee, who shall have the exclusive right to prosecute and enforce any such Causes of Action. The Hartford Liquidating Trustee may pursue, abandon, settle or release any or all such rights of action in accordance with Section 2.2.5 above and the Hartford Liquidating Trust Agreement. Exhibit B hereto contains a list of potential defendants to such Causes of Action and the nature of such action(s) that may be asserted against such Persons.

2.13 **Assignments to Delaware Street.**

2.13.1 **Earnouts.** As part of the treatment of its Allowed Class I Claim, as of the Effective Date, subject to the Settlement Sum, all rights to collect the Earnout shall be assigned to Delaware Street.

2.13.2 **DSC Assigned Causes of Action.** As part of the treatment of its Allowed Class I Claim, as of the Effective Date, the DSC Assigned Causes of Action shall be assigned to Delaware Street and/or released by the Debtors and the Hartford Liquidating Trust. Upon the Effective Date, Delaware Street shall have exclusive standing to bring the DSC Assigned Causes of Action; provided, however, that if and to the extent a director, officer, or Insider of the Debtors files a Claim against the Debtors (other than a Claim scheduled by the Debtors and not scheduled disputed, unliquidated, or contingent) which, if Allowed, would result in the Holder of that Claim becoming a beneficiary of the Hartford Liquidating Trust, the Hartford Liquidating Trust may bring an Avoidance Action against such Holder based on any Avoidance Action that could be asserted against such director, officer, or Insider solely for purposes of offsetting against the amount of such Claim, but may not seek affirmative recovery from such director, officer, or Insider in connection with such Avoidance Action.

2.14 **Debtors' Duties and Rights.**

2.14.1 **Tax Returns.** The Debtors shall be responsible for filing their own tax returns prior to and after the Effective Date.

2.14.2 **Dissolution of the Debtors.** On later of the Effective Date or the Outside Date, or as soon thereafter as is reasonably practicable, the Debtors shall be authorized to take all actions necessary to effect the dissolution of any of the Debtors as corporate entities without the need for any further action or approval; provided, however, that the entry of the Final Decree in these Cases shall effect such dissolution of all remaining Debtors to the extent permissible under applicable law.

2.15 **Administrative Claims and Priority Claims.**

2.15.1 **Reconciliation and Allowance.** Before and after the Effective Date, and until the Outside Date, the Debtors shall be responsible for and empowered to review, adjudicate and/or settle any and all Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Priority Wage Claims.

2.15.2 **Administrative and Priority Reserve.** On the Effective Date, the Debtors will establish and maintain a reserve of Cash in an amount to be agreed upon by the Debtors and Delaware Street for the payment of Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Priority Wage Claims that are disputed.

2.15.3 **Distributions After Allowance.** Payments from the reserve on account of disputed Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Priority Wage Claims, to the extent that such disputed Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Priority Wage Claims ultimately become Allowed Claims, will be made within thirty (30) days after the date when the order or judgment of the Bankruptcy Court allowing all or part of such Administrative Claims, Priority Tax Claims, Professional Fee Claims and Priority Wage Claims.

2.15.4 **Return of Excess Reserve to Delaware Street.** After the adjudication of all Disputed Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Priority Wage Claims and payment of the Allowed amounts thereof, any remaining Cash in the reserve

established pursuant to Section 2.15.2 hereof shall become Excess Cash and shall be distributed to Delaware Street pursuant to Section 3.1 of this Plan.

Article III

CLASSIFICATION AND PROVISIONS FOR TREATMENT OF CLAIMS AND INTERESTS

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of classes of Claims against and Interests in the Debtors. A Claim or Interest is placed in a particular Class for the purposes of voting on the Plan and receiving Distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been paid, released or otherwise settled. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and Priority Wage Claims have not been classified.

3.1 **Class I (Secured Claims - Delaware Street).** The only Holder of Class I Claims is Delaware Street, and pursuant to the settlement set forth herein, Delaware Street has an Allowed Class I Claim secured by substantially all of the Debtors' assets in the amount of $61,497,313. The Holder of each Allowed Class I Secured Claim shall receive Cash distributed on the Effective Date in an amount equal to all remaining proceeds of the Avnet Transaction, and all Excess Cash, less the Cash portion of the Settlement Sum, which shall be paid by the Debtors to the Hartford Liquidating Trust. In addition, on the Effective Date, Delaware Street shall be assigned the right to receive the Earnout (subject to the requirement that any amount thereof included in the Settlement Sum be turned over to the Hartford Liquidating Trust), any interest of the Debtors in any tax refund, or any deposit, deposit account, certificate of deposit, bank, brokerage or similar account, trust account, reserve account, escrow account or the like, and the DSC Assigned Causes of Action.

3.2 **Class II (Subordinated Secured Claims).** The Holders of Allowed Class II Subordinated Secured Claims shall receive no Distributions through the Plan.

3.3 **Class III (Allowed General Unsecured Claims).** Pursuant to the terms of the Hartford Liquidating Trust Agreement, the Record Holders of Allowed General Unsecured Claims (excluding any deficiency claim of Delaware Street under Section 506(a) of the Bankruptcy Code) shall become beneficiaries of the Hartford Liquidating Trust, and shall share pro rata in Distributions of the Hartford Trust Assets in the manner provided in the Hartford Liquidating Trust Agreement.

3.4 **Class IV (Equity Interests).** Shareholders of the Debtors will retain no ownership interests in the Debtors under the Plan and such Interests shall be cancelled effective as of the Effective Date.

3.5 **Administrative Claims.** Except to the extent that a Holder of an Allowed Administrative Claim agrees to a different treatment, each Holder of an Allowed Administrative Claim shall receive, in full satisfaction, settlement and release of and in exchange for such Allowed Administrative Claim, Cash in an amount equal to such Allowed Administrative Claim, either (i) as soon as reasonably practicable after the Effective Date or (ii) if the Administrative

Claim is not Allowed as of the Effective Date, thirty (30) days after the date on which such Administrative Claim becomes an Allowed Administrative Claim; provided, however, that Allowed Administrative Claims representing obligations incurred in the ordinary course of business of the Debtors and/or the Hartford Liquidating Trustee may be paid by the Debtors and/or the Hartford Liquidating Trustee in the ordinary course, consistent with past practice of the Debtors and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions, without further action by the Holders of such Administrative Claims or further approval by the Bankruptcy Court. For the sake of clarity, no Administrative Claims shall be paid from the Hartford Liquidating Trust or the Hartford Trust Assets. If a Holder of a Claim under section 503(b)(9) is a defendant in a pending Avoidance Action, such Claim shall be deemed Disputed pursuant to section 502(d) of the Bankruptcy Code and shall become Allowed only after full resolution of the Avoidance Action, subject to any other valid and timely objections to the Claim asserted by the Hartford Liquidating Trustee under the Plan.

3.6 **Priority Tax Claims.** Except to the extent that any governmental unit entitled to payment of any Allowed Priority Tax Claim has previously agreed or agrees to a different treatment by stipulation or otherwise, pursuant to section 1129(a)(9) of the Bankruptcy Code, each Holder of an Allowed Priority Tax Claim shall receive, in full satisfaction, settlement and release of and in exchange for such Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim, (i) as soon as reasonably practicable after the Effective Date or (ii) if the Priority Tax Claim is not Allowed as of the Effective Date, thirty (30) days after the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim. For the sake of clarity, no Priority Tax Claims shall be paid from the Hartford Liquidating Trust or the Hartford Trust Assets.

3.7 **Priority Wage Claims.** Except to the extent that a Person entitled to payment of any Allowed Priority Wage Claim has previously agreed or agrees to a different treatment by stipulation or otherwise, pursuant to section 1129(a)(9) of the Bankruptcy Code, each Holder of an Allowed Priority Wage Claim shall receive, in full satisfaction, settlement and release of and in exchange for such Allowed Priority Wage Claim, Cash in an amount equal to such Allowed Priority Wage Claim, (i) as soon as reasonably practicable after the Effective Date or (ii) if the Priority Wage Claim is not Allowed as of the Effective Date, thirty (30) days after the date on which such Priority Wage Claim becomes an Allowed Priority Wage Claim. For the sake of clarity, no Priority Wage Claims shall be paid from the Hartford Liquidating Trust or the Hartford Trust Assets.

Article IV

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

4.1 **Background.** The Debtors believe that all executory contracts and unexpired leases of the Debtors were either assumed and assigned, or rejected, during the pendency of the Cases. Article IV of the Plan is included out of an abundance of caution.

4.2 **Executory Contracts and Unexpired Leases.** All prepetition executory contracts and prepetition unexpired leases of the Debtors which are not assumed and assigned, or rejected, prior to the Confirmation Date shall be deemed rejected as of the Confirmation Date.

4.3 **Rejection Claims.** Any Creditor asserting a claim for monetary damages as a result of the rejection of an executory contract or unexpired lease pursuant to the Confirmation Order shall file a proof of claim substantially in the form of Official Form 10 with the Clerk of the Bankruptcy Court ("**Rejection Claim**"), and serve it upon the Hartford Liquidating Trustee's counsel by overnight mail within fourteen (14) days following the Confirmation Date. If a Rejection Claim is not timely filed, such Claim, if any, shall be forever disallowed and barred. If one or more Rejection Claims are filed, the Hartford Liquidating Trustee may file one or more objections to any Rejection Claims before the Claims Objection Deadline and serve such objection(s) upon the claimant and the claimant's counsel, if any. If a Rejection Claim becomes Allowed, in full or in part, such Claim shall be a Class III Claim to the extent such Claim becomes Allowed.

Article V

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

5.1 **Conditions to Confirmation.** The following shall be the conditions to confirmation unless such condition is duly waived pursuant to Section 5.3 of the Plan:

5.1.1 the Confirmation Order is entered by the Bankruptcy Court and is in form and substance reasonably satisfactory to the Debtors, Delaware Street, and the Committee;

5.1.2 unless waived by Delaware Street, the asserted unpaid Administrative Claims and Priority Claims to be paid pursuant to Sections 3.5, 3.6 and 3.7 hereof shall not exceed the amounts set forth in the Cash Collateral Budget by more than $300,000.

5.2 **Conditions to Effective Date.** The Effective Date shall not occur and the Plan shall not be consummated unless and until each of the following conditions have been satisfied or duly waived pursuant to Section 5.3 of the Plan: (1) the Hartford Liquidating Trust Agreement shall have been duly executed by the parties; (2) the Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably satisfactory to the Debtors, Delaware Street, and the Committee, and (3) the Confirmation Order shall have become a Final Order.

5.3 **Effect of Nonoccurrence of Conditions to the Effective Date.** If each of the conditions to the Effective Date is not satisfied or duly waived in accordance with Sections 5.1 and 5.2 of the Plan, then upon a joint motion by the Debtors and the Creditors' Committee (with the consent of Delaware Street) made before the time that each of such conditions has been satisfied or duly waived and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that, notwithstanding the filing of such motion, the Confirmation Order may not be vacated if each of the conditions to the Effective Date is either satisfied or duly waived before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated pursuant to this Section 5.3 of the Plan, (i) the Plan shall be null and void in all respects; and (ii) nothing contained in the Plan shall (a) constitute a waiver or release of any claims by or against, or any interest in, the Debtors or (b) prejudice in any manner the rights of the Debtors or any other party in interest.

Article VI

MISCELLANEOUS PROVISIONS

6.1 **Binding Effect of the Plan.** The provisions of the Plan shall be binding upon all parties and inure to the benefit of the Debtors' estate and their respective predecessors, successors, assigns, agents, officers and directors. The terms of the Plan shall be enforceable against the Debtors, their Creditors, Holders of Interests in the Debtors, and all parties-in-interest.

6.2 **Special Provision Governing Claims.** Except for the assignment of the DSC Assigned Causes of Action and the Earnout to Delaware Street, nothing under this Plan shall affect the Debtors' rights and defenses (or the Hartford Liquidating Trust's rights and defenses, as judicial substitute and successor in interest to the Debtors and the Estates) in respect of any Claim (except for Delaware Street's Class 1 Secured Claim, which shall be Allowed), including all rights in respect of legal and equitable defenses to or setoffs or recoupment against such Claims.

6.3 **Cancellation of Claims and Interests.** Except as otherwise set forth in this Plan, and except for purposes of evidencing a right to a Distribution, on the Effective Date, all agreements and other documents evidencing the Claims or rights of any Creditor against the Debtors, or the Holder of any Interest in the Debtor, including all notes, guarantees, and mortgages, shall be cancelled.

6.4 **Retention of Jurisdiction.** Subsequent to the Confirmation Date (including after the Bankruptcy Cases have been closed), the Court shall retain jurisdiction to the maximum extent permitted by applicable law of all matters arising out of or related to the Bankruptcy Cases and the Plan, including, without limitation, the following purposes:

6.4.1 To determine any and all objections to and proceedings involving the allowance, estimation, classification, priority, payment, avoidance, or subordination of Claims or Interests;

6.4.2 To determine any and all applications or motions for Administrative Claims (including Professional Fee Claims);

6.4.3 To determine any and all applications or motions pending on the Effective Date for the rejection or assumption of executory contracts or unexpired leases, and if need be, liquidate any and all Claims arising therefrom;

6.4.4 To hear and determine any timely objections to, or requests for estimation or allowance of, Disputed Claims, in whole or in part;

6.4.5 To determine any and all applications, adversary proceedings and contested or litigated matters initiated or asserted by the Debtors on or prior to the Effective Date and initiated or asserted by the Hartford Liquidating Trustee subsequent to the Effective Date and arising under the Bankruptcy Code or arising in or related to the Bankruptcy Cases, including but not limited to, (i) all Causes of Action and (ii) all Claims, Causes of Action, and other matters that may impact or affect matters and property to be administered by the Hartford Liquidating Trust;

6.4.6 To issue Orders, determinations and rulings regarding the valuation, recovery, disposition, distribution, operation or use of the Debtors' property or of the Hartford Liquidating Trust, including related to any Causes of Action;

6.4.7 To consider any modifications to the Plan, remedy any defect or omission or reconcile any inconsistency in any Order of the Bankruptcy Court, including the Confirmation Order;

6.4.8 To determine all controversies, suits and disputes that may arise in connection with the interpretation, enforcement, implementation or consummation of the Plan or any Person's obligations and responsibilities thereunder;

6.4.9 To consider and act on the compromise and settlement of any Claim against or Cause of Action by or against the Debtors or the Hartford Liquidating Trust;

6.4.10 To enter and implement such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

6.4.11 To hear and determine all disputes involving the existence, scope, nature or otherwise of the discharges, releases, injunctions and exculpations granted under the Plan, the Confirmation Order, or by operation of the Bankruptcy Code;

6.4.12 To enforce the automatic stay and to issue injunctions and effect any other actions that may be necessary or appropriate to restrain interference by any person or entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order or any other Order of the Bankruptcy Court;

6.4.13 To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

6.4.14 To issue such Orders in aid of execution of the Plan to the extent authorized by 11 U.S.C. § 1142;

6.4.15 To cure any defect or omission, or reconcile any inconsistency, in any Order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

6.4.16 To hear and determine disputes or issues arising in connection with the interpretation, implementation or enforcement of the Plan, the Confirmation Order, the Hartford Liquidating Trust Agreement, any transactions or payments contemplated hereunder, any agreement, instrument, or other document governing or relating to any of the foregoing, or any settlement approved by the Bankruptcy Court;

6.4.17 To recover all assets of the Debtors and property of the Estates, wherever located;

6.4.18 To determine matters concerning state, local and federal taxes in accordance with Sections 346, 505, 546, and 1146 of the Bankruptcy Code;

6.4.19 To hear any other matter not inconsistent with the Bankruptcy Code; and

6.4.20 To enter a final decree closing the Bankruptcy Cases.

6.5 **Governing Law.** Except as mandated by the Bankruptcy Code or Bankruptcy Rules, as applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with the laws of the State of Illinois.

6.6 **Headings.** The headings of articles, sections, and subsections of the Plan are inserted for convenience only and shall not affect the interpretation of any provision of the Plan.

6.7 **Time.** Whenever the time for the occurrence or happening of an event as set forth in this Plan falls on a day that is not a Business Day, then the time for such occurrence or happening of said event shall be extended to the next day which is a Business Day.

6.8 **Revocation.** The Debtors reserve the right to revoke and withdraw the Plan prior to the entry of a Confirmation Order. If the Debtors revoke or withdraw the Plan, the Plan shall be deemed null and void and nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors, any other Person, or to prejudice in any manner the rights of such parties in any further proceedings involving the Debtors.

6.9 **Plan Controls.** In the event and to the extent that any provision of the Plan is inconsistent with the provisions of the Disclosure Statement, or any other agreement to be executed by any Person pursuant to the Plan, the provisions of the Plan shall control and take precedence. In the event of any inconsistency between any provision of any of the foregoing documents, and any provision of the Confirmation Order, the Confirmation Order shall control and take precedence.

6.10 **Statutory Fees.** All fees payable pursuant to 28 U.S.C. § 1930 shall be paid on the earlier of when due or the Effective Date, or as soon thereafter as practicable. From and after the Effective Date, the Hartford Liquidating Trustee shall be liable for and shall pay the fees under 28 U.S.C. § 1930 assessed against the Debtors' estate under 28 U.S.C. § 1930 until entry of a final decree closing the Case. In addition, the Hartford Liquidating Trustee shall file post-confirmation quarterly reports or any pre-confirmation monthly operating reports not filed as of the Confirmation Hearing in conformity with the U.S. Trustee guidelines, until entry of an order closing or converting the case. The U.S. Trustee shall not be required to file a request for payment of its quarterly fees, which shall be deemed an administrative claim against the Debtors and their estates.

6.11 **Dissolution of the Creditors' Committee.** On the Effective Date, the Creditors' Committee shall be dissolved and their members shall be deemed released of any continuing duties, responsibilities and obligations in connection with the Cases or the Plan and its implementation, and the retention and employment of the Creditors' Committees' attorneys, accountants and other agents shall terminate, except with respect to: (i) the Final Fee Hearing or (ii) any appeals of the Confirmation Order through the date such appeals are finally decided, settled, withdrawn or otherwise resolved.

6.12 **Claims Agent.** Kurtzman Carson Consultants LLC ("**KCC**"), in its capacity as claims, noticing and balloting agent shall be relieved of such duties on the Outside Date or upon written notice by the Debtors. KCC shall provide the Hartford Liquidating Trustee with access to all documents within KCC's possession relevant to any asserted Class III Claim, including Filed proofs of claim and ballot information.

6.13 **Exculpation and Limitation of Liability.**

6.13.1 **Plan Related Releases.** The Debtors, the Creditors' Committee, the members of the Creditors' Committee, and Delaware Street, and any of such parties' respective current

and/or post-Petition Date and pre-Effective Date affiliates, members, officers, directors, employees, or agents, and any of such parties' successors and assigns, shall not have or incur, and are hereby released from, any claim, obligation, cause of action, or liability to one another or to any Holder of any Claim or Interest, or any other party-in-interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the Cases, the negotiation and Filing of this Plan, the Filing of the Cases, the settlement of Claims or rejection of executory contracts and leases, the pursuit of confirmation of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, except for their willful misconduct or gross negligence or any obligations that they have under or in connection with this Plan or the transactions contemplated in this Plan, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.

6.13.2 **Delaware Street Releases.** In consideration for Delaware Street's provision of (a) the Settlement Sum, (b) use of Cash Collateral sufficient to satisfy Administrative Claims, Priority Tax Claims, and Priority Wage Claims as provided in Sections 3.5, 3.6, and 3.7, respectively, hereof and in the DIP Order and Cash Collateral Budget, which provisions are critical to the Debtors' ability to obtain confirmation of this Plan and to effectuate distributions to Holders of Allowed General Unsecured Claims, and (c) the waiver of the deficiency Claim otherwise permitted to it under Section 506(a) of the Bankruptcy Code, as of the Effective Date:

6.13.2.1 All claims asserted in the Shareholder Suit, all of which are derivative claims belonging to the Debtors, are hereby settled and released, and the Shareholder Suit shall be dismissed with prejudice on the Effective Date.

6.13.2.2 Each of (a) the Debtors, on behalf of themselves and their respective estates and their respective affiliates, members, officers, directors, and employees, and any person claiming by or through them, (b) the Creditors' Committee, on behalf of itself and its affiliates, members, officers, directors, and employees, and (c) any other third party shall be deemed to completely and forever release, waive, disclaim and discharge Delaware Street, its affiliates, members, officers, directors, employees and representatives, of and from any and all claims, counterclaims, actions, causes of action, lawsuits, proceedings, adjustments, offsets, contracts, obligations, liabilities, controversies, costs, expenses, attorneys' fees and losses whatsoever, whether in law, in admiralty, in bankruptcy, or in equity, and whether based on any federal law, state law, foreign law, common law or otherwise, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued based upon any acts, omissions, conduct or other matters occurring prior to the Effective Date and in any way related to the Debtors.

6.14 **Existing Injunctions and Stays**: Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Bankruptcy Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

6.15 **Plan Injunctions**:

6.15.1 From and after the Effective Date, except as otherwise expressly provided in the Plan or the Confirmation Order, all Persons shall be and are permanently enjoined from, and restrained against, commencing or continuing in any court, proceeding or other tribunal of any kind, any suit, action, or other proceeding, or otherwise asserting any Claim, Interest, or Cause of Action, which has been released pursuant to Sections 6.13.1 and 6.13.2 hereof or from seeking to hold any released Person liable in any such suit, action or proceeding or for any such Claim, Interest, or Cause of Action for any matter that has been released pursuant to Section 6.13.1 or 6.13.2 of the Plan. For avoidance of doubt, this injunction shall enjoin further prosecution of any portion of the Shareholder Suit.

6.15.2 From and after the Effective Date, the Hartford Liquidating Trust and the Hartford Liquidating Trustee shall be enjoined from Filing, pursuing or prosecuting the DSC Assigned Causes of Action in any way which seeks affirmative recovery from any of the Debtors' directors, officers, employees, Insiders, and agents, including those identified in Section 1.1.39 of the Plan, provided, however, that this injunction shall not prohibit the Hartford Liquidating Trust or the Hartford Liquidating Trustee from pursuing an Avoidance Action against any of the Debtors' directors, officers, employees, Insiders, and agents solely for the purpose of offset against or disallowance of a Class III Claim which is not Allowed on account of its inclusion in the Debtors' Schedules but which is timely Filed by such director, officer, employee, Insider, or agent. Any such timely Filed Claim shall be automatically deemed Disallowed if transferred to any other Person.

6.15.3 From and after the Effective Date through November 30, 2013, the Hartford Liquidating Trust and the Hartford Liquidating Trustee shall be enjoined from making any demands relating to, or Filing, any Avoidance Action against any Person except for Identified Avoidance Actions.

Article VII

FINAL FEE HEARING

7.1 **The Professional Fee Claims Bar Date.** Any and all applications for the final allowance of Professional Fee Claims shall be Filed and served upon counsel to the Debtors, counsel to the Creditors' Committee, the United States Trustee, and all Persons on the Debtors' Bankruptcy Rule 2002 service list on or before the Professional Fee Claim Bar Date. No Professional Fee Claims before or after the Effective Date shall be the responsibility of the Hartford Liquidating Trust except as expressly provided in the Hartford Liquidating Trust Agreement.

7.2 **Final Fee Hearing.** A hearing on final allowance of Professional Fee Claims (the "**Final Fee Hearing**") shall be held as soon as practicable after the Professional Fee Claim Bar Date. The Debtors' counsel shall File a notice of the Final Fee Hearing. Such notice shall be posted on the Noticing Agent Website, and served upon counsel for the Creditors' Committee, all Professionals, the United States Trustee and all parties on the Debtors' Bankruptcy Rule 2002 service list. No professional fees in excess of the amounts allocated in the Cash Collateral Order shall be Allowed Professional Fees payable by the Debtors or from the reserve created pursuant to Section 2.15.2 hereof, but all Professional Fee Claims of the professionals for the Creditors'

Committee that were not paid from funds allocated to them pursuant to the Cash Collateral Order shall be paid from the Hartford Trust Assets, as provided in the Hartford Liquidating Trust Agreement.

Article VIII

REQUEST FOR CONFIRMATION

8.1 **Request for Confirmation.** The Debtors request confirmation of this Plan in accordance with section 1129(a) of the Bankruptcy Code.

IN WITNESS WHEREOF, the Debtors have executed this Plan this 13th day of June, 2012.

Hartford Computer Hardware, Inc.
Hartford Computer Group, Inc.
Hartford Computer Government, Inc.
Old NS, LLC f/k/a Nexicore Services, LLC

By: _____
Name: Steven Nerger
Title: Chief Restructuring Officer

John P. Sieger (ARDC No. 6240033)
Peter A. Siddiqui (ARDC No. 6278445)
Paige E. Barr (ARDC No. 6282474)
KATTEN MUCHIN ROSENMAN LLP
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John.Sieger@kattenlaw.com
Peter.Siddiqui@kattenlaw.com
Paige.Barr@kattenlaw.com

Counsel to Debtors and Debtors in Possession

The Official Committee of Unsecured Creditors

By: _____
Name: Peter Kravitz
Title: Chairman

Jonathan P. Friedland (ARDC # 6257902)
Steven R. Jakubowski (ARDC # 6191960)
Elizabeth B. Vandesteeg (ARDC # 6291426)
LEVENFELD PEARLSTEIN, LLC
2 North LaSalle, Suite 1300
Chicago, Illinois 60602
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jfriedland@lplegal.com
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evandesteeg@lplegal.com

Counsel for the Official Committee of Unsecured Creditors

PLAN EXHIBIT A

[Liquidating Trust Agreement]

PLAN EXHIBIT B

[Preserved Causes of Action]

[To Be Filed]

PLAN EXHIBIT A

[Liquidating Trust Agreement]

HARTFORD LIQUIDATING TRUST AGREEMENT

THIS LIQUIDATING TRUST AGREEMENT (the "Agreement" or "Hartford Liquidating Trust Agreement"), dated as of this ____ day of August, 2012, is entered into by and among Hartford Computer Hardware, Inc., Hartford Computer Group, Inc., Old NS, LLC (f/k/a Nexicore Services, LLC), Hartford Computer Government, Inc., (each a "Debtor" and, collectively, the "Debtors"), as settlors (the "Settlors"), and Peter Kravitz of Solution Trust as Liquidating Trustee (the "Liquidating Trustee" or the "Hartford Liquidating Trustee").

RECITALS:

WHEREAS, on December 12, 2011, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code. The Debtors' respective chapter 11 cases are being jointly administered under Case No. 11-49744; and

WHEREAS, the Debtors and the Committee filed their Joint Plan of Liquidation on June __, 2012 (as amended, modified, or supplemented, the "Plan");[1] and

WHEREAS, the Plan was confirmed by the Bankruptcy Court by Order entered August __, 2012 (the "Confirmation Order"); and

WHEREAS, the Plan's Effective Date occurred on August __, 2012 (the "Effective Date"); and

WHEREAS, the Plan contemplates, on the Effective Date, (a) the creation of the Hartford Liquidating Trust (as defined below), (b) the creation of beneficial interests in the Hartford Liquidating Trust in holders of Allowed Claims in Class III of the Plan (collectively, the "Beneficiaries" and, each individually, a "Beneficiary"), (c) the vesting in the Hartford Liquidating Trust of the Hartford Trust Assets (also referred to herein as the "Liquidating Trust Assets"), (d) the establishment in the Hartford Liquidating Trust of the exclusive right to (i) resolve all Disputed Class III Claims, (ii) prosecute Causes of Action other than the DSC Assigned Causes of Action and those Causes of Action released pursuant to the Plan, and (iii) make all distributions provided for under the Plan and pursuant to this Agreement to the holders of Allowed Class III Claims. The Hartford Trust Assets include, without limitation: (a) the Settlement Sum; and (b) Causes of Actions other than the DSC Assigned Causes of Action and those Causes of Action released pursuant to the Plan; provided, however, that if and to the extent a director or officer of the Debtors files a non-administrative, non-priority claim against the Debtors that was not included on the Schedules as of May 9, 2012 (or if so included on the Schedules, was listed as contingent, unliquidated, or disputed) and that, if allowed, would enable such holder to be a Beneficiary of the Hartford Liquidating Trust as a holder of a Class III Claim, the Hartford Liquidating Trustee may bring an Avoidance Action against such director or officer solely for purposes of offsetting against the amount of such alleged non-administrative, non-priority Class III Claim; and

WHEREAS, this Agreement is entered into in accordance with, and to facilitate the implementation and execution of, the Plan; and

---

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

WHEREAS, the Liquidating Trust is organized for the primary purposes described in Section 1.3 below; and

WHEREAS, the Liquidating Trustee's activities, powers and duties are those determined to be reasonably necessary to, and consistent with, accomplishment of these purposes; and

WHEREAS, under the terms of the Plan and the Confirmation Order, effective as of the Effective Date, the Estates shall transfer and shall be deemed to have irrevocably transferred to the Liquidating Trust, for and on behalf of the Beneficiaries, with no reversionary interest in the Debtors, the Liquidating Trust Assets existing as of the Effective Date, including, without limitation, the Causes of Action, other than the DSC Assigned Causes of Action and those Causes of Action released pursuant to the Plan, and all rights and remedies of the Debtors that are expressly included therewith; and

WHEREAS, under the terms of the Plan and the Confirmation Order, the Debtors shall transfer and shall be deemed to have irrevocably transferred to the Liquidating Trust, for and on behalf of the Beneficiaries, with no reversionary interest in the Debtors, the Liquidating Trust Assets, if any, that are received by the Debtors after the Effective Date; and

WHEREAS, the Liquidating Trust is established for the sole purpose of holding its assets, for the sole benefit of the Beneficiaries, in accordance with Treasury Regulation Section 301.7701-4(d), with no objective or authority to continue or engage in the conduct of a trade or business; and

WHEREAS, the Liquidating Trust is intended to qualify as a liquidating trust for federal income tax purposes, within the meaning of Treasury Regulations Section 301.7701-4(d) and to be exempt from the requirements of the Investment Company Act of 1940 pursuant to Sections 7(a) and 7(b) thereof; and

WHEREAS, the Debtors are joining in the execution of this Agreement as of the Effective Date in accordance with the Plan;

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereto agree as follows:

ARTICLE I
Establishment of Trust

1.1 **Creation and Name.** In accordance with the Plan, there is hereby created a trust which shall be known as the "Hartford Liquidating Trust" (hereinafter, the "Liquidating Trust" or the "Hartford Liquidating Trust") and which is the trust created pursuant to Section 2.2 of the Plan.

1.2 **Declaration of Trust.**

1.2.1 In consideration of the confirmation of the Plan under the Bankruptcy Code, the Debtors and the Liquidating Trustee have executed this Agreement and, effective on the Effective Date of the Plan, in accordance with Section 2.2 of the Plan and Bankruptcy Code section 1123(b)(3), the Estates are hereby deemed to have irrevocably assigned, transferred and conveyed to the Liquidating Trustee, and to the Liquidating Trustee's successors and assigns, all the right, title and interests of the Debtors and the Debtors' Estates in and to the Liquidating Trust Assets (whether existing as of the Effective Date or as of a later date), with no reversionary interest whatsoever therein of the Debtors, to have and to hold unto the Liquidating Trustee and the Liquidating Trustee's successors and assigns forever, in trust nevertheless, under and subject to the terms and conditions of this Agreement and of the Plan, for the benefit of the Beneficiaries and their successors and assigns as permitted for under the Plan and this Agreement. The use and distribution of the Liquidating Trust Assets to the Beneficiaries shall be made in accordance with this Agreement and the Plan.

1.2.2 On the Effective Date, the Hartford Liquidating Trust shall: (i) take possession of all books, records, and files of the Debtors and their Estates related to the Hartford Trust Assets, and (ii) provide for the retention and storage of such books, records, and files until such time as the Hartford Liquidating Trust determines, in accordance with the Hartford Liquidating Trust Agreement, that retention of same is no longer necessary or required. All such Hartford Trust Assets shall be delivered to the Hartford Liquidating Trust free and clear of interests, claims, liens, or other encumbrances of any kind, except the Allowed Claims of the Beneficiaries. Moreover, on the Effective Date, all privileges with respect to any of the Hartford Trust Assets, including the attorney/client privilege, to which the Debtors are entitled shall be automatically vested in, and available for assertion by or waiver on behalf of the Hartford Liquidating Trust. To the extent any of the foregoing does not automatically occur on the Effective Date or is not effectuated through the Confirmation Order or this Agreement, the Debtors shall, on the Effective Date, execute such other and further documents as are reasonably necessary to effectuate all of the foregoing

1.3 **Purposes of Trust.** The Liquidating Trust shall be established solely for the purpose of holding and administering the Liquidating Trust Assets in accordance with Treasury Regulation Section 301.7701-4(d), all pursuant to the provisions of the Plan, with no objective to continue or engage in the conduct of a trade or business. Accordingly, the Liquidating Trustee shall hold the Liquidating Trust Assets pursuant to the terms of this Agreement and the Plan (and shall not unreasonably prolong the duration of the Liquidating Trust) by engaging in the

following activities: (a) resolving all Disputed Claims asserted as Class III Claims; (b) pursuing or otherwise litigating any Causes of Action, other than the DSC Assigned Causes of Action, that the Liquidating Trustee deems advisable, based on his reasonable business judgment, to pursue, other than those released under the Plan or pursuant to any prior settlement approved by the Bankruptcy Court; provided, however, that prior to December 1, 2013, the Hartford Liquidating Trustee may only commence Avoidance Actions that constitute Indentified Avoidance Actions as set forth on the Confidential Schedule 1.3 hereto; (c) making all required distributions to the Beneficiaries as provided for under the Plan; (d) establishing and administering any necessary reserves that may be required for Disputed Claims asserted as Class III Claims, all in accordance with the Plan and this Agreement; (e) establishing and administering the Liquidating Trust's Distribution Reserve in accordance with the Plan and this Agreement; and (f) taking other actions as may be necessary to effectuate the foregoing. The Liquidating Trust will not hold itself out as an investment company and will not conduct a trade or business. At no time shall the Liquidating Trust control or operate the business of the Debtors or any assets of the Debtors other than the Liquidating Trust Assets.

1.4 **Liquidating Trustee's Acceptance.** The Liquidating Trustee accepts the trust imposed on the Liquidating Trustee by this Agreement and agrees to observe and perform that trust, on and subject to the terms and conditions set forth in this Agreement. In connection with and in furtherance of the purposes of the Liquidating Trust, the Liquidating Trustee hereby expressly accepts the transfer of the Liquidating Trust Assets (whether transferred as of the Effective Date or a later date), subject to the provisions of the Plan and this Agreement.

ARTICLE II

Funding of the Liquidating Trust and Expenses

2.1 **Funding from Estates.** On the Effective Date, the Debtors will transfer to the Liquidating Trust (a) Cash in the amount of $333,000 of the Settlement Sum, and (b) the Liquidating Trust Assets available to the Debtors at that time. Additional funding of the Liquidating Trust will be derived from future payments by Delaware Street on account of the Settlement Sum and from the Liquidating Trust's liquidation of the Liquidating Trust Assets.

2.2 **Subsequent Funding.** To the extent that certain Liquidating Trust Assets become available at a later date, such Liquidating Trust Assets will be deposited with the Liquidating Trust within five (5) Business Days of the date that such Liquidating Trust Assets become available. Except as otherwise ordered by the Bankruptcy Court, the Liquidating Trust Expenses shall be paid from the Liquidating Trust Assets without further order of the Bankruptcy Court; provided, however, that the reasonable fees, costs, and expenses of the Liquidating Trust, including, without limitation, (a) the compensation paid to and expenses incurred or as estimated by the Liquidating Trustee to be incurred by the Liquidating Trustee in the administration of the Liquidating Trustee's duties or as contemplated pursuant to this Agreement, (b) the fees and expenses of the Liquidating Trustee's Professionals and (c) the fees and expenses of any other service providers, all as provided for in this Agreement (collectively, the "Liquidating Trust Expenses"), shall be subject to the procedures and review set forth in Section 6.6 of this Agreement.

ARTICLE III
Liquidation of Causes of Action and Intervention

3.1 **Liquidation of Causes of Action.** The Liquidating Trustee shall take such steps as the Liquidating Trustee deems necessary to investigate, pursue, litigate, settle, compromise, transfer, sell, dispose of and/or abandon all or any of the Causes of Action, other than the DSC Assigned Causes of Action and those Causes of Action released pursuant to the Plan, to reduce the Causes of Action, other than the DSC Assigned Causes of Action and those Causes of Action released pursuant to the Plan, to Cash proceeds and to make distributions of the Cash proceeds to the Beneficiaries as required under the Plan and this Agreement. Notwithstanding the forgoing or any other provision of this Hartford Liquidating Trust Agreement, prior to December 1, 2013, the Hartford Liquidating Trustee may only commence Avoidance Actions that constitute Indentified Avoidance Actions. On and after December 1, 2013, the Hartford Liquidating Trustee may commence Avoidance Actions against any Person.**Intervention.** On the Effective Date, and without having to obtain any further order of the Bankruptcy Court, the Liquidating Trustee is authorized to (a) intervene as plaintiff, movant or additional party, as appropriate, in any Causes of Action other than the DSC Assigned Causes of Action and those Causes of Action released pursuant to the Plan (whether asserted in actions, adversary proceedings, contested matters, avoidance actions or motions or otherwise which were filed prior to the Effective Date), where the subject matter of any such cause of action involves a Cause of Action other than the DSC Assigned Causes of Action and the Causes of Action released pursuant to the Plan, and (b) subject to the terms of the Plan, intervene or seek to be substituted in place of the Debtors' Estates in connection with the prosecution of any objections to Disputed Claims of any holder of a Class III Claim.

ARTICLE IV
Distribution of Liquidating Trust Assets

4.1 **Distribution of Liquidating Trust Assets to Beneficiaries.**

4.1.1 **Distribution Dates.** On or as soon as reasonably practicable after the Effective Date (such date, the "Initial Distribution Date"), the Liquidating Trustee shall make initial distributions in accordance with the Plan and Section 4.1 of this Agreement. During the first year after the Initial Distribution Date and subject to Section 4.4 below, unless otherwise ordered by the Bankruptcy Court, the Liquidating Trustee shall make subsequent distributions on or about (i) the first Business Day that is approximately six (6) months after the Initial Distribution Date and (ii) the first Business Day that occurs after each subsequent six (6) month period (each, a "Periodic Distribution Date" and, together with the Initial Distribution Date, the "Distribution Dates"). After one year following the Initial Distribution Date, Periodic Distribution Dates will occur on or about the first Business Day that is approximately six (6) months after the immediately preceding Periodic Distribution Date.

4.1.2 **Distributions to Beneficiaries.** On each applicable Distribution Date, the Liquidating Trustee will distribute the Liquidating Trust Assets that have been converted to Cash to each Beneficiary after payment of or reserve for the items described in Section 4.1(d) below. The Liquidating Trustee shall distribute Liquidating

Trust Assets that have been converted to Cash to the Beneficiaries in accordance with the Plan and this Agreement.

4.1.3 **Required Deductions From Liquidating Trust Assets.** Prior to distribution of any portion of the Liquidating Trust Assets to any Beneficiary, the Liquidating Trustee shall, when becoming due and payable, (a) pay all Allowed Administrative Claims of professionals and members of the Creditors' Committee that were not paid from funds allocated to them in the Carve Out established pursuant to the Cash Collateral Order, (b) pay all amounts payable pursuant to 28 U.S.C. § 1930, if any, on account of funds distributed by the Liquidating Trust, (c) pay to any taxing authorities, as necessary, any taxes of the Liquidating Trust, (d) pay to the Liquidating Trustee's Professionals, in accordance with Sections 6.4 and 6.6(b) hereof, for services rendered and expenses incurred; (e) pay to the Liquidating Trustee, in accordance with Section 6.6(a) hereof, the Liquidating Trustee's compensation and reasonable and necessary expenses incurred in fulfilling the Liquidating Trustee's obligations set forth in the Plan and in this Agreement; (f) pay any additional expenses incurred in fulfilling the obligations of the Liquidating Trustee set forth in the Plan and in this Agreement and not specifically identified in this Section 4.1(d); (g) use reasonable best efforts to establish sufficient reserves for Disputed Class III Claims in accordance with Section 4.2 below; and (h) use reasonable best efforts to establish sufficient reserves for taxes and Liquidating Trust Expenses that may be necessary to administer the Liquidating Trust until his termination (as estimated by the Liquidating Trustee).

4.2 **Distribution Reserve Account.** On the Effective Date, the Liquidating Trustee shall establish and maintain one or more bank and/or other investment account(s) into which the Liquidating Trustee shall, in accordance with this Section 4.2 and Section 5.1 of this Agreement, deposit undeliverable and unclaimed distributions, and Liquidating Trust Assets that are not then distributable to a holder of a Disputed Claim but shall be held by the Liquidating Trustee pending a final determination as to allowance of such Disputed Claim (individually and collectively, the "Distribution Reserve Account"). The Liquidating Trustee shall deposit into the Distribution Reserve Account on each Distribution Date, pending resolution of Disputed Claims, that portion of Liquidating Trust Assets that would otherwise be distributable in accordance with the Plan in respect of such Disputed Claims, if such Disputed Claims had then constituted Allowed Claims entitled to receive Liquidating Trust Assets in accordance with the Plan. Distributions to Holders of Claims that were Disputed as of the Effective Date shall be made in accordance with Section 5.2 below.**[Reserved / Intentionally Omitted].**

4.4 **Time of Distributions.Distributions for Claims Allowed as of the Effective Date.** The Liquidating Trustee shall make the initial distribution to the Beneficiaries on a date determined by the Liquidating Trustee in accordance with Section 4.1.1 of this Agreement after sufficient Liquidating Trust Assets have been received and appropriate reserves have been established for, among other items, Disputed Class III Claims of the Beneficiaries. The Liquidating Trustee shall make such other distributions to the Beneficiaries on such dates determined by the Liquidating Trustee in accordance with Section 4.1.1 of this Agreement; provided that (a) the Liquidating Trustee shall not distribute any Liquidating Trust Assets to any Beneficiary prior to the earliest date on which the Beneficiary is entitled to receive such distributions in accordance with the Plan, and (b) the Liquidating Trustee shall not be required to make any distribution to the Beneficiaries if the Liquidating Trust Assets available for distribution to the Beneficiaries are not sufficient, in the Liquidating Trustee's reasonable

discretion, to justify incurring the Liquidating Trust Expenses necessarily associated with making distribution of monies.

4.4.2 **Distributions on Account of Claims Allowed After the Effective Date.** Except as otherwise provided in a Final Order or as agreed to by the relevant parties, distributions to Beneficiaries on account of Disputed Claims that become Allowed (in whole or in part, as applicable) after the Effective Date shall be made on the Periodic Distribution Date that is at least 30 days after all or part of the Disputed Claim becomes an Allowed Claim.

4.5 **Delivery of Distributions.Distribution Record Date.** As of the close of business on the date of entry of the Confirmation Order (the "Distribution Record Date"), the Claims register shall be closed, and there shall be no further changes as to the record holder of any Claim. The Liquidating Trustee (or any entity chosen to make or facilitate Distributions pursuant to the Plan and this Agreement, the "Disbursing Agent") shall not have any obligation to recognize any transfer of any Claim occurring after the Distribution Record Date, and shall instead be authorized and entitled to recognize and deal for all purposes under the Plan and this Agreement with only those record holders stated on the Claims register as of the close of business on the Distribution Record Date; provided, however, the Liquidating Trustee may choose, in his sole discretion, to recognize a transfer of any Claim upon presentation of appropriate and acceptable documentation.

4.5.2 **Distributions of Cash.** Distributions to Beneficiaries may be made by either check drawn on a domestic bank or wire transfer. Checks issued by the Disbursing Agent to any Beneficiary shall be null and void if not negotiated within 120 days after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Liquidating Trustee or the Disbursing Agent by the Beneficiary to whom such check originally was issued, and the Liquidating Trustee may require supporting documents as evidence of the Beneficiary's right to such check. Any Claim with respect to such a voided check shall be made on or before 180 days after the date of issuance of such check. After such date, all Claims in respect of void checks shall be discharged and forever barred.

4.5.3 **De Minimis Distributions.** The Disbursing Agent shall not be required to make any interim distributions in an amount less than $100.00 (provided that any such payments shall be withheld until final distribution under the Plan). Notwithstanding anything herein to the contrary, the Disbursing Agent shall not be required to make any final distributions in an amount less than $25.00. In the event there are funds remaining after final distributions, the Liquidating Trustee is authorized to donate any such remaining funds to a recognized tax-exempt charity pursuant to Article IX of this Agreement.

4.5.4 **Fractional Dollars.** Notwithstanding anything to the contrary contained in this Agreement, the Disbursing Agent shall not be required to make distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar under the Plan or this Agreement would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

4.5.5 **Provision of Tax Identification Number.** If the Liquidating Trustee requests a tax identification number of any Beneficiary by certified mail and (i) does not receive

a response to such request within sixty (60) days, sends a second request by certified mail and again receives no response within sixty (60) days or (ii) the request is returned to the Liquidating Trustee as undeliverable and the Liquidating Trustee is unable to determine a correct address after reasonable efforts, then no further distributions shall be made to such Beneficiary unless the Liquidating Trustee is notified in writing within six months after the date that the initial request was sent of such Beneficiary's tax identification number (subject to the Liquidating Trustee's right to require supporting documents evidencing that the tax identification number is that of the rightful Beneficiary), in which case all currently due missed distributions shall be made to such Beneficiary on the next Periodic Distribution Date, and shall not be supplemented with any interest, dividends or other accruals of any kind. If the Liquidating Trustee does not receive notice of a Beneficiary's tax identification number within six months after the date of the initial request for a tax identification number, then all distributions to the Beneficiary that has not provided a tax identification number shall be treated as unclaimed property in accordance with Section 4.5.7 below.

4.5.6 **Undeliverable Distributions.** If any distribution to a Beneficiary is returned to the Disbursing Agent as undeliverable and the Liquidating Trustee is unable to determine a correct address after reasonable efforts, no further distributions shall be made to such Beneficiary unless the Liquidating Trustee is notified in writing within ninety (90) days after the date that the undeliverable distribution is sent of such Beneficiary's then-current address (subject to the Liquidating Trustee's right to require supporting documents evidencing that the request is made by the rightful Beneficiary), in which case all currently due missed distributions shall be made to such Beneficiary on the next Periodic Distribution Date, and shall not be supplemented with any interest, dividends or other accruals of any kind. If the Disbursing Agent does not receive notice of a Beneficiary's current address within ninety (90) days after the date of distribution of an undeliverable check, then all undeliverable distributions then due or thereafter payable shall be treated as unclaimed property in accordance with Section 4.5(g) below.

4.5.7 **Unclaimed Distributions.** All distributions to Beneficiaries that are unclaimed for a period of six months after distribution thereof shall be deemed unclaimed property under Bankruptcy Code section 347(b) and shall revest in the Liquidating Trust. Upon such revesting, the Claim of any Beneficiary or its successors with respect to such property shall be cancelled, discharged and forever barred notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary, and the Disbursing Agent shall not be required to make distributions on account of any such Claims.

ARTICLE V
Disputed Claims

5.1 **Deposit into Reserve.** Distributions of proceeds of Liquidating Trust Assets with respect to Disputed Claims shall be deposited into the Distribution Reserve Account as set forth in Section 4.2 of this Agreement. The amount deposited shall be determined by the Liquidating Trustee. The Liquidating Trustee may invest any Cash that is withheld in the Distribution Reserve Account in accordance with Section 6.10 of this Agreement. Notwithstanding any such investment and the addition to Liquidating Trust Assets of any income earned in respect thereof, in the event such Claim ultimately becomes an Allowed Claim, nothing

in this Agreement shall be deemed to entitle the holder of a Disputed Claim to postpetition or post-Effective Date interest on such Claim.

5.2 **Distributions After Allowance.** On the first Distribution Date that is at least 30 days after all or part of a Disputed Class III Claim becomes an Allowed Class III Claim, the Disbursing Agent will (1) distribute to the holder of such Allowed Claim any property in the Distribution Reserve Account that would have been distributed to such Beneficiary on the Distribution Dates on which distributions previously were made to Beneficiaries if the Allowed Claim in issue had been an Allowed Claim (in whole or in part, as applicable) on such earlier Distribution Dates; and (2) distribute any remaining property held in the Distribution Reserve Account on account of any resolved Disputed Claim in accordance with the Plan and this Agreement. After a Final Order has been entered, or other final resolution has been reached with respect to all Disputed Claims, any remaining property held in the Distribution Reserve Account will return to Liquidating Trust Assets and be distributed in accordance with the Plan and this Agreement.

5.3 **No Partial Distributions.** Except as otherwise agreed by the relevant parties, the Liquidating Trustee shall not be required to (a) make any partial payments or partial distributions on account of a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order or (b) make any distributions on account of an Allowed Claim of any Beneficiary that holds both an Allowed Claim and a Disputed Claim, unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order5.4 **Pending Causes of Action.** Notwithstanding anything to the contrary contained in the Plan or in this Agreement, the Liquidating Trustee shall not pay any distribution to any current or prospective defendant in a Cause of Action that has or may have any liability to the Liquidating Trust with respect to a Cause of Action, which distribution may be paid, if at all, only after the Beneficiary of such Claim has discharged its liability to the Liquidating Trustee on account of such Cause of Action, by settlement or otherwise.

ARTICLE VI

General Powers, Rights and Obligations of the Liquidating Trustee

6.1 **Appointment of Liquidating Trustee.** Pursuant to Article II of the Plan, the Committee, with the reasonable consent of the Debtors, has appointed Peter Kravitz of Solution Trust as the Liquidating Trustee and the Liquidating Trustee shall become the Liquidating Trustee on the Effective Date.**Legal Title.** The Liquidating Trustee shall hold legal title to all Liquidating Trust Assets except that the Liquidating Trustee may cause legal title or evidence of title to any of the Liquidating Trust Assets to be held by any nominee or person, on such terms, in such manner and with such power as the Liquidating Trustee may determine advisable.**General Powers.** Except as otherwise provided and expressly limited in the Plan or this Agreement, but without prior or further authorization, the Liquidating Trustee may control and exercise authority over the Liquidating Trust Assets, over the acquisition, management and disposition thereof and over the management and conduct of the affairs of the Liquidating Trust to the same extent as if the Liquidating Trustee were the sole owner of the Liquidating Trust Assets in the Liquidating Trustee's own right; provided, however, that such control and authority

over the Liquidating Trust Assets shall be subject to the requirements set forth in Section 6.3(b) below. The Liquidating Trustee shall execute all agreements and other documents with the signature "as Liquidating Trustee."

6.3.2 In connection with the management and use of the Liquidating Trust Assets and except as otherwise expressly limited in this Agreement, the Plan, or the Confirmation Order, the Liquidating Trustee shall have, in addition to any powers conferred on the Liquidating Trustee by any other provision of this Agreement, Bankruptcy Code sections 704 and 1106 (with the benefit of periods of limitation applicable to a Liquidating Trustee in bankruptcy) or Rule 2004 of the Bankruptcy Rules, the power to take any and all actions as are necessary or advisable to effectuate the purposes of the Liquidating Trust, including, without limitation, the power and authority:

(a) to effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan as it relates to the Liquidating Trust Assets and this Agreement;

(b) to accept the Liquidating Trust Assets transferred and provided to the Liquidating Trust under this Agreement and the Plan;

(c) to hold the Liquidating Trust Assets for the benefit of the Beneficiaries, whether their Claims are Allowed on or after the Effective Date;

(d) in the Liquidating Trustee's reasonable business judgment, to investigate, prosecute, settle, sell and/or abandon rights, Causes of Action, or litigation of the Liquidating Trust, including, without limitation, Causes of Action, other than the DSC Assigned Causes of Action and those Causes of Action released pursuant to the Plan, on such terms and for such consideration as the Liquidating Trustee deems desirable or appropriate;

(e) to monitor and enforce the implementation of the Plan as it relates to the Liquidating Trust Assets;

(f) to file all tax and regulatory forms, returns, reports and other documents required with respect to the Liquidating Trust;

(g) in the Liquidating Trustee's reasonable business judgment, to object to Disputed Class III Claims and manage, control, prosecute, settle, compromise, withdraw or resolve, in any manner on behalf of the Liquidating Trust, objections to Disputed Class III Claims on account of which the Liquidating Trustee will be responsible (if Allowed) for making distributions under the Plan and this Agreement;

(h) to distribute Liquidating Trust Assets to Beneficiaries in accordance with the terms of the Plan and this Agreement;

(i) to hold, manage, and distribute Cash or non-Cash Liquidating Trust Assets obtained through the exercise of his power and authority as long as such management is consistent with the Liquidating Trust's status as a liquidating trust within the

meaning of Treasury Regulation Section 301.7701-4(d) and which actions are merely incidental to its liquidation and dissolution;

(j) establish and administer any necessary reserves for Disputed Claims that may be required with regard to the Agreement;

(k) in the Liquidating Trustee's reasonable business judgment, object to the Disputed Class III Claims and prosecute, settle, compromise, withdraw or resolve in any manner, in accordance with this Agreement, any litigations or proceedings related to the Liquidating Trust Assets;

(l) to act as a signatory to the Debtors for all purposes relating to the Liquidating Trust Assets, including those associated with the novation of contracts and, for the avoidance of doubt, subject to the final sentence of Section 1.3 of this Agreement;

(m) to endorse the payment of notes or other obligations of any Person or to make contracts with respect thereto in each case relating to the Liquidating Trust Assets;

(n) employ and compensate Professionals and other agents, provided, however, that any such compensation shall be made only out of the Liquidating Trust Assets;

(o) to engage in all acts that would constitute ordinary course of business in performing the obligations of a trustee under a trust of this type;

(p) to remove all or any of the Liquidating Trust Assets or the situs of administration of the Liquidating Trust from one jurisdiction to another jurisdiction at any time or from time to time;

(q) in connection with any property held under this Agreement that is distributable or payable to a minor, to transfer and pay over all or any portion of the property to the minor, or to a guardian of the minor's property, whenever appointed, without requiring ancillary guardianship, or to the minor's parent or the person with whom the minor resides, or to any custodian under any Uniform Gifts to Minors Act or Uniform Transfer to Minor Act with power to select any person or trust company (including any fiduciary hereunder) to be such custodian and with power to extend such custodianship to age twenty-one (21) years, without any obligation to see to the use or application of the property or to make inquiry with respect to any other property available for the use of the minor, the receipt by such minor, guardian, parent, person or custodian to be a complete discharge as to such transfer or payment;

(r) subject to the releases, exculpation and permanent injunction provisions of the Plan, and excluding the DSC Assigned Causes of Action, to sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitration or other proceeding;

(s) to request any appropriate tax determination, including, without limitation, a determination pursuant to Bankruptcy Code section 505;

(t) to take any and all necessary actions as he shall deem appropriate to have the Liquidating Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a publicly traded partnership under section 7704 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code")), including, if necessary, creating or converting it into a Delaware limited liability partnership or limited liability company that is so qualified;

(u) to purchase insurance indemnifying the Liquidating Trustee and to indemnify (and purchase insurance indemnifying) the employees, agents and representatives of the Liquidating Trust or the Liquidating Trustee (including, without limitation, the Liquidating Trustee's Professionals), to the fullest extent that a corporation organized under the laws of the State of Delaware is from time to time entitled to indemnify its directors, officers, employees, agents and representatives;

(v) to delegate any or all of the discretionary power and authority herein conferred at any time with respect to all or any portion of the Liquidating Trust to any one or more reputable individuals or to recognized institutional advisors or investment managers, in each case without liability for any action taken or omission made because of such delegation, except for such liability as is expressly provided for in this Agreement; and

(w) to file periodic reports with the Bankruptcy Court as necessary or appropriate; and

(x) to file appropriate pleadings with the Bankruptcy Court requesting entry of an order concluding or closing the Chapter 11 Cases.

6.3.3 The Liquidating Trustee shall not at any time, on behalf of the Liquidating Trust or any Beneficiaries, enter into or engage in any trade or business, and the Liquidating Trustee shall not use or dispose of any part of the Liquidating Trust Assets in furtherance of any trade or business.

6.4 **Retention of Attorneys, Accountants and Other Professionals.** The Liquidating Trustee may retain professionals (the "Professionals") to aid the Liquidating Trustee in the performance of his responsibilities pursuant to the terms of the Plan and this Agreement. The Professionals retained by the Liquidating Trustee may include, but are not limited to, the following:

6.4.1 Law firm(s) as the Liquidating Trustee may deem advisable to aid the Liquidating Trustee in the performance of his duties and to perform such other functions as may be appropriate to carry out the purposes of the Liquidating Trust. The Liquidating Trustee may commit the Liquidating Trust to and shall pay such law firm(s) reasonable compensation from the Liquidating Trust Assets for services rendered and expenses incurred, which expenses may include, without limitation, the fees and expenses of Persons retained by such law firm(s) to perform any services or otherwise assist in connection with the prosecution of Causes of Action, other than the DSC Assigned Causes of Action and those Causes of Action released pursuant to the Plan, including, without limitation, expert witnesses and consultants. The Liquidating

Trustee may also engage such law firm(s) on a contingent fee basis as permitted by applicable law.

6.4.2 An independent public accounting firm to, if necessary, audit the financial books and records of the Liquidating Trust, to prepare and file all federal, state and local tax returns and related tax forms on behalf of the Liquidating Trust that the Liquidating Trustee is obligated to prepare, provide and file any reports pursuant to Section 6.12 below, and to perform such other reviews and/or audits as the Liquidating Trustee may deem advisable to carry out the primary purposes of the Liquidating Trust. The Liquidating Trustee may commit the Liquidating Trust to and shall pay such accounting firm reasonable compensation from the Liquidating Trust Assets for services rendered and expenses incurred; and

6.4.3 Such other accountants, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as are advisable to carry out the purposes of the Liquidating Trust. The Liquidating Trustee may commit the Liquidating Trust to and shall pay all such Persons reasonable compensation from the Liquidating Trust Assets for services rendered and expenses incurred.

6.5 **Co-Liquidating Trustees or Separate Liquidating Trustees.** In order (and only to the extent necessary) to meet any legal requirements of any jurisdiction in which any of the Liquidating Trust Assets may from time to time be located, the Liquidating Trustee shall have the power to appoint one or more Persons either to act as co-trustee(s) jointly with the Liquidating Trustee of all or any part of the Liquidating Trust Assets or to act as separate trustee(s) of all or any part of the Liquidating Trust Assets and to vest in such Person or Persons, in such capacity, such title to the Liquidating Trust Assets or any part thereof, and such rights, powers, duties, trusts or obligations as the Liquidating Trustee determines may be necessary for the Liquidating Trustee to perform his duties under this Agreement.**Compensation of Liquidating Trustee and His Professionals.** The Liquidating Trustee (and any co-trustee(s) that may be appointed pursuant to Section 6.5 above) shall be authorized to receive payment of reasonable compensation for services rendered and expenses incurred in fulfilling his duties pursuant to this Agreement, including, without limitation, any necessary services rendered and expenses incurred prior to the date that this Agreement becomes effective. The compensation and reimbursement of expenses of the Liquidating Trustee shall be as set forth on Exhibit I hereto and paid out of the Liquidating Trust Assets.

6.6.2 On or before the last day of each month following the month for which compensation is sought, each Professional seeking compensation shall serve a monthly statement on the Liquidating Trustee; provided, however, that failure of any Professional to serve a monthly statement on the Liquidating Trustee for any one or more months shall not waive or impair the right of such Professionals to subsequently seek compensation for all or any number of such months in a later statement delivered to the Liquidating Trustee. The Liquidating Trustee will have ten (10) days from the date such statement is received to review the statement and object to such statement by serving a written objection on the Professional setting forth the precise nature of the objection and the amount at issue. At the expiration of the ten (10) day period, the Liquidating Trustee shall promptly pay out of the Liquidating Trust Assets 100% of the amounts requested, except for the portion of such fees and disbursements to which an objection has been made in accordance with this Section 6.6(b). The parties shall attempt to

consensually resolve objections, if any, to any monthly statement. If the parties are unable to reach a consensual resolution of any such objection, the party which received an objection to its fees and/or disbursements may seek payment of such fees and/or disbursements by filing a motion with the Bankruptcy Court on proper notice to the Liquidating Trustee and his counsel.

6.7 **Standard of Care; Indemnification; Exculpation.** The Liquidating Trustee shall perform the duties and obligations imposed on the Liquidating Trustee by this Agreement with reasonable diligence and care under the circumstances. The Liquidating Trustee shall not be personally liable to the Liquidating Trust, to any Beneficiary or any other Person (or any predecessor or successor thereto) for any reason whatsoever, except for such of his own acts as shall constitute willful misconduct, gross negligence, willful disregard of the Liquidating Trustee's duties or material breach of this Agreement or any provision of the Plan. Except as aforesaid, the Liquidating Trustee shall be defended, held harmless and indemnified from time to time, but solely from the Liquidating Trust Assets, against any and all losses, claims, costs, expenses and liabilities to which the Liquidating Trustee may be subject by reason of the Liquidating Trustee's execution in good faith of the Liquidating Trustee's duties under this Agreement. The Liquidating Trustee's officers, employees, agents, if any (including, without limitation, the Liquidating Trustee's Professionals) and any co-trustee(s) appointed pursuant to Section 6.5 above, may be likewise defended, held harmless and indemnified. Without limiting the generality of the foregoing, the Liquidating Trustee shall have no liability to any Beneficiary on account of the Liquidating Trustee's investment or non-investment of any Liquidating Trust Assets or any losses with respect to any such investments of Liquidating Trust Assets, provided that such investments are made, or the Liquidating Trustee's decision not to invest any Liquidating Trust Assets in any case is made, in accordance with the terms of this Agreement. The Liquidating Trustee shall not be obligated to give any bond or surety or other security for the performance of any of his duties, unless otherwise ordered by the Bankruptcy Court and, if so ordered, all costs and expenses of procuring any such bond shall be deemed Liquidating Trust Expenses.

6.8 **Reliance by Liquidating Trustee.** The Liquidating Trustee may rely, and shall be fully protected personally in acting upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Liquidating Trustee has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy himself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of the Liquidating Trustee's willful misconduct, gross negligence, willful disregard of the Liquidating Trustee's duties or material breach of this Agreement, the Liquidating Trustee may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting thereon. The Liquidating Trustee may consult with legal counsel and shall be fully protected in respect of any action taken or suffered by the Liquidating Trustee in accordance with the opinion of legal counsel (whether or not written). The Liquidating Trustee may at any time seek instructions from the Bankruptcy Court concerning the acquisition, management or disposition of the Liquidating Trust Assets.**Action Upon Instructions.** If, in performing his duties under this Agreement, the Liquidating Trustee believes that a court order is necessary or advisable to protect the interests of the Beneficiaries or to otherwise determine the Liquidating Trustee's

rights or duties in any respect under this Agreement, the Liquidating Trustee may apply to the Bankruptcy Court for a determination as to the course of action to be taken by the Liquidating Trustee.

6.10 **Investment Obligations.** The Liquidating Trustee shall invest and reinvest the liquid Liquidating Trust Assets consistent with the obligations of a trustee under Bankruptcy Code section 345. The Liquidating Trustee shall not be liable in any way for any loss or other liability arising from any investment, or the sale or other disposition of any investment, made in accordance with this Section 6.10, except for any such loss or liability arising from the Liquidating Trustee's gross negligence, willful misconduct or willful disregard of the Liquidating Trustee's duties.**Reports.** The Liquidating Trustee shall file annual reports with the Bankruptcy Court in accordance with the Plan or as otherwise ordered by the Bankruptcy Court and, upon concluding all activities of the Liquidating Trust, a final report listing all distributions, payments or disposition of the Liquidating Trust Assets, including amounts paid to Professionals retained by the Liquidating Trustee.

6.12 **Compliance with Securities Laws.** Under Bankruptcy Code section 1145, the issuance of interests in a liquidating trust pursuant to a chapter 11 plan is exempt from registration under the Securities Act of 1933, as amended, and applicable state and local laws requiring registration or qualification of securities. If the Liquidating Trustee determines, with the advice of counsel, that the Liquidating Trust is required to comply with the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Liquidating Trustee shall take any and all actions to comply with such reporting requirements and file periodic, current and other reports in compliance therewith with the Securities and Exchange Commission.**Timely Performance.** The Liquidating Trustee will make continuing efforts to, among other things, assert, prosecute, settle, compromise, withdraw or resolve objections to Disputed Class III Claims; pursue, settle, or abandon Causes of Action other than the DSC Assigned Causes of Action and those Causes of Action released pursuant to the Plan; make all required Distributions to the Beneficiaries provided for under the Plan; and not unduly prolong the duration of the Liquidating Trust.

6.14 **Resignation or Death.** The Liquidating Trustee may resign as Liquidating Trustee by giving written notice of his resignation to the Bankruptcy Court. The Liquidating Trustee shall continue to serve as trustee for the shorter of: (a) 90 days following the tender of the notice of resignation; and (b) until the appointment of a successor Liquidating Trustee. In the event of such resignation or the Liquidating Trustee's death, the Bankruptcy Court shall appoint a successor Liquidating Trustee.

Retention of Jurisdiction

7.1 **Jurisdiction.** Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, pursuant to the Plan and Confirmation Order, except as otherwise set forth in the Plan, in the Confirmation Order and herein, the Bankruptcy Court shall retain such jurisdiction over all matters arising out of or related to the Chapter 11 Cases and the Plan pursuant to Bankruptcy Code sections 105(a) and 1142 to the fullest extent legally permissible, including but not limited to jurisdiction to:

7.1.1 allow, disallow, determine, liquidate, classify or estimate Class III Claims;

7.1.2 ensure that distributions to Beneficiaries are accomplished pursuant to the provisions of the Plan;

7.1.3 adjudicate any and all disputes arising from or relating to distributions to Beneficiaries under the Plan;

7.1.4 adjudicate, decide or resolve any and all matters relating to Causes of Action, other than the DSC Assigned Causes of Action and those Causes of Action released pursuant to the Plan, brought by or on behalf of the Liquidating Trustee; and

7.1.5 adjudicate, decide or resolve any disputes arising in connection with the interpretation, implementation or enforcement of the Liquidating Trust, this Agreement or actions involving the Liquidating Trustee.

ARTICLE VIII
Termination

8.1 **Termination**. The Liquidating Trust shall continue for a term terminating upon the occurrence of the earliest of the following events: (a) all of the Liquidating Trust Assets have been distributed pursuant to the Plan and this Agreement, (b) the Liquidating Trustee determines, in his sole discretion, that the administration of any remaining Liquidating Trust Assets or Causes of Action held by the Liquidating Trustee are not likely to yield sufficient additional proceeds to justify further pursuit, or (c) all distributions required to be made by the Liquidating Trustee under the Plan and the Liquidating Agreement have been made; provided, however, that in no event shall the Liquidating Trust be dissolved later than four (4) years from the Effective Date unless the Bankruptcy Court, upon motion within the six-month period prior to the third (3rd) anniversary of the Effective Date (or within the six-month period prior to the end of an extension period), determines that a fixed period extension (not to exceed two (2) years, together with any prior extensions, without a favorable private letter ruling from the Internal Revenue Service (the "IRS") or an opinion of counsel satisfactory to the Liquidating Trustee that any further extension would not adversely affect the status of the Liquidating Trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Liquidating Trust Assets. If at any time the Liquidating Trustee determines, in reliance upon such Professionals as the Liquidating Trustee may retain, that the expense of administering the Liquidating Trust so as to make a distribution to the Beneficiaries is likely to exceed the value of the Liquidating Trust Assets remaining in the Liquidating Trust, the Liquidating Trustee may apply to the Bankruptcy Court for authority to (x) reserve any amount necessary to dissolve the Liquidating Trust, (y) donate any balance to a charitable organization described in Internal Revenue Code section 501(c)(3), and (z) dissolve the Liquidating Trust. Notwithstanding the foregoing, after the termination of the Liquidating Trust, the Liquidating Trustee shall have the power to exercise all the powers, authorities and discretions herein conferred solely for the purpose of winding up the affairs of the Liquidating Trust. The Liquidating Trustee shall retain the books, records and files that shall have been delivered to or created by the Liquidating Trustee. Subject to Section 2.8 of the Plan, at the Liquidating Trustee's discretion, all of such records and documents may be destroyed at any time after two (2) years from the date of termination of the Liquidating Trust.

ARTICLE IX
Tax Matters

9.1 Tax Treatment.

9.1.1 The Liquidating Trust is intended to qualify as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a), with no objective to continue or engage in the conduct of a trade or business. In the event the Liquidating Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations Section 301.7701-4(d), the parties to this Agreement intend that the Liquidating Trustee take such action as he shall deem appropriate to have the Liquidating Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a publicly traded partnership under Internal Revenue Code Section 7704), including, if necessary, creating or converting it into a Delaware limited liability partnership or limited liability company.

9.1.2 For all United States federal income tax purposes, all parties (including, without limitation, the Debtors, the Liquidating Trustee, and the Beneficiaries) shall treat the transfer of the Liquidating Trust Assets to the Liquidating Trust as (1) a transfer by each Debtor of the Liquidating Trust Assets (subject to any obligations relating to those assets) directly to the Beneficiaries in full satisfaction of the Beneficiaries' claims against the Debtors and, to the extent Liquidating Trust Assets are allocable to Disputed Claims, to the Distribution Reserve Account, followed by (2) the transfer by such Beneficiaries to the Liquidating Trust of the Liquidating Trust Assets (other than the Liquidating Trust Assets allocable to the Distribution Reserve Account) in exchange for interests in the Liquidating Trust. Accordingly, the Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Liquidating Trust Assets (other than such Liquidating Trust Assets as are allocable to the Distribution Reserve Account). The foregoing treatment shall also apply, to the extent permitted by applicable law, for all state, provincial, territorial and local income tax purposes.

9.2 Tax Reporting.

9.2.1 The Liquidating Trustee shall prepare and provide to, or file with, the appropriate taxing authorities and other parties such notices, tax returns and other filings, including all federal, state and local tax returns for the Liquidating Trust, as may be required under the Internal Revenue Code, the Plan, or as may be required by applicable law of other jurisdictions including, if required under applicable law, notices required to report interest or dividend income ("Tax Reports"). The Liquidating Trustee shall treat the Liquidating Trust as a grantor trust for United States federal income tax purposes pursuant to Treasury Regulation section 1.671-4(a) and in accordance with the Plan. The Liquidating Trustee also will annually send to each holder of a Liquidating Trust Interest a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for all U.S. federal income tax purposes and will instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holder's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns. If additional tax information is provided at the specific request of a Beneficiary (and not as

required by applicable law), then such Beneficiary shall pay a reasonable fee to the Liquidating Trustee, in an amount to be then determined by the Liquidating Trustee, together with all costs and expenses incurred by the Liquidating Trustee in providing such tax information to such Beneficiary. The Liquidating Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the Liquidating Trust that is required by any governmental units in the United States and elsewhere.

9.2.2 In connection with the Liquidating Trustee's performance of his duties pursuant to this Section 9.2, the Liquidating Trustee may require any Beneficiary to furnish to the Liquidating Trustee its employer or taxpayer identification number as assigned by the Internal Revenue Service, together with such other information, returns or forms as the Liquidating Trustee may determine are required, and the Liquidating Trustee may condition any distribution of Liquidating Trust Assets to any Beneficiary upon such receipt of such identification number, any other information and returns and forms as are required for the Liquidating Trustee to comply with Internal Revenue Service requirements.

9.2.3 The Liquidating Trustee will in good faith value all other Liquidating Trust Assets, and shall make all such values available from time to time, to the extent relevant, and such values shall be used consistently by all parties to the Liquidating Trust (including, without limitation, the Debtors, the Liquidating Trustee, and the Beneficiaries) for all United States and Canadian federal income tax purposes.

9.2.4 Allocations of Liquidating Trust taxable income among the Beneficiaries (other than taxable income allocable to the Distribution Reserve Account) shall be determined by reference to the manner in which an amount of cash representing such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Liquidating Trust had distributed all of the Liquidating Trust Assets (valued at their tax book value, and other than assets allocable to the Distribution Reserve Account) to the holders of the interests in the Liquidating Trust, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Liquidating Trust. Similarly, taxable loss of the Liquidating Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating Trust Assets for purpose of this paragraph shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Internal Revenue Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

9.2.5 Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Liquidating Trustee), the Liquidating Trustee shall (a) timely elect to treat any Distribution Reserve Account as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9, and (b) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Liquidating Trustee, the Debtors, and the Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

9.2.6 The Liquidating Trustee shall be responsible for payment, out of the Liquidating Trust Assets, of any United States, local, or foreign taxes imposed on the Liquidating Trust or the Liquidating Trust Assets, including the Distribution Reserve Account. In the event, and to the extent, any Cash retained on account of Disputed Claims in the Distribution Reserve Account is insufficient to pay the portion of any such United States, local, or foreign taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such United States, local, or foreign taxes shall be (a) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (b) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the Liquidating Trustee as a result of the resolution of such Disputed Claims.

9.2.7 The Liquidating Trustee may request an expedited determination of taxes of the Liquidating Trust, including the Distribution Reserve Account, or the Debtors under Bankruptcy Code section 505(b) for all tax returns filed for, or on behalf of, the Liquidating Trust or the Debtors for all taxable periods through the dissolution of the Liquidating Trust.

9.3 **Compliance with Tax Withholding Requirements.** In connection with making distributions under the Plan and this Agreement, the Liquidating Trustee shall comply with all tax withholding and reporting requirements imposed on him by any governmental unit, and all distributions pursuant to the Plan and this Agreement shall be subject to such withholding and reporting requirements. Any property so withheld will then be paid by the Liquidating Trust to the appropriate authority. The Liquidating Trustee may withhold the entire distribution due any Beneficiary until such time as such Beneficiary provides the necessary information to comply with any withholding requirements of any governmental unit, including an IRS Form W-9 containing its, his or her employer or taxpayer identification number as assigned by the Internal Revenue Service, or (ii) in the case of Beneficiaries that are not United States persons for federal income tax purposes, certification of foreign status on IRS Form W-8BEN, W-81MY or W-8ECI. If a Beneficiary fails to provide the information necessary to comply with any withholding requirements of any governmental unit within 180 days from the date of first notification to the Beneficiary of the need for such information or for the Cash necessary to comply with any applicable withholding requirements, then such Beneficiary's distribution may be treated as an unclaimed distribution in accordance with Section 4.5(g) above or the amount required to be withheld may be so withheld and turned over to the applicable authority.

ARTICLE X
Miscellaneous

10.1 **Notices.** All notices, requests or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be delivered personally or by facsimile transmission or electronic mail or mailed by first class mail or by overnight delivery service:If to the Liquidating Trustee:

Peter Kravitz
Solution Trust
29209 Canwood Street, Suite 210
Agoura Hill CA 91301

and

Counsel to the Liquidating Trustee [TBD]

Notices sent out by electronic or facsimile transmission shall be deemed delivered when actually received, and notices sent by first-class mail shall be deemed delivered three (3) Business Days after mailing and notices sent by overnight delivery service shall be deemed delivered the next Business Day after mailing.

10.2 **Effectiveness.** This Agreement shall become effective on the Effective Date.

10.3 **Intention of Parties to Establish Liquidating Trust.** This Agreement is intended to create a trust, and the Liquidating Trust created hereunder shall be governed and construed in all respects as a liquidating trust.

10.4 **Investment Company Act.** The Liquidating Trust is organized as a liquidating entity in the process of liquidation, and therefore should not be considered, and the Liquidating

Trust does not and will not hold itself out as, an "investment company" or an entity "controlled" by an "investment company," as such terms are defined in the Investment Company Act.

10.5 **Preservation of Privilege and Defenses.** In connection with any rights, claims, or Causes of Action that constitute Liquidating Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidating Trust shall vest in the Liquidating Trustee. The Debtors and the Liquidating Trustee shall be authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses.**Counterparts.** This Agreement may be executed in one or more counterparts (via facsimile, e-mail or otherwise), each of which shall be deemed an original but which together shall constitute but one and the same instrument.**Governing Law.** This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Illinois.

10.8 **Headings.** Sections, subheadings and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

10.9 **Interpretative Provisions.**

10.9.1 All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

10.9.2 All references to the Debtors and the Liquidating Trustee pursuant to the definitions set forth in the Recitals hereto, or to any other Person herein, shall include their respective successors and assigns.

10.9.3 The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

10.9.4 The word "including" when used in this Agreement shall mean "including, without limitation."

10.10 **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable any such provision in any other jurisdiction.**Amendments.** This Agreement may be amended from time to time by written instrument executed by the Liquidating Trustee pursuant to Bankruptcy Court order, provided, however, that no such order shall be required if the Liquidating Trustee's counsel advises the Liquidating Trustee that any such amendment is required to ensure that the Liquidating Trust will not become subject to the Exchange Act.**Non-Transferability of Beneficial Interests; Interests Beneficial Only; No Voting Rights; Successors.** All interests of the Beneficiaries of this Liquidating Trust shall be uncertificated and non-transferable, except by will, intestate succession, or operation of law.

10.12.2 The rights to a beneficial interest hereunder shall not entitle any Beneficiary to (a) any title in or to the Liquidating Trust Assets as such (which title is vested in

the Liquidating Trustee) or to any right to call for a partition or division of Liquidating Trust Assets or to require an accounting, or (b) any voting rights with respect to the administration of the Liquidating Trust and the actions of the Liquidating Trustee in connection therewith.

10.12.3 This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

10.13 **No Suits by Creditors.** No creditor of the Debtors' Estates shall have any right by virtue of any provision of this Agreement to institute any action or proceeding in law or in equity against any party other than the Liquidating Trustee with respect to the Liquidating Trust Assets.

10.14 **Irrevocability.** The Liquidating Trust is irrevocable, but is subject to amendment as provided for herein.

10.15 **Liquidating Trust Continuance.** The death, dissolution, resignation, incompetency or removal of the Liquidating Trustee shall not operate to terminate the Liquidating Trust created by this Agreement or to revoke any existing agency created under the terms of this Agreement or invalidate any action theretofore taken by the Liquidating Trustee. In the event of the death, dissolution, resignation, incompetency or removal of the Liquidating Trustee, the Liquidating Trustee shall promptly (a) execute and deliver such documents, instruments and other writings as may be requested by the Bankruptcy Court or reasonably requested by a successor Liquidating Trustee to effect the termination of the Liquidating Trustee's capacity under this Agreement and the conveyance of the Liquidating Trust Assets then held by the Liquidating Trustee to the successor, (b) deliver to the Bankruptcy Court or the successor Liquidating Trustee all documents, instruments, records and other writings related to the Liquidating Trust as may be in the possession of the Liquidating Trustee and (c) otherwise assist and cooperate in effecting the assumption of his obligations and functions by such successor Liquidating Trustee.

10.16 **Enforcement and Administration.** The Bankruptcy Court shall retain jurisdiction to enforce and administer the provisions of this Agreement, as set forth in the Plan and herein.

10.17 **Disclaimer Regarding Compensation and Expenses.** Except for the funding of the Settlement Sum and the other Hartford Trust Assets to the Liquidating Trust, the parties hereto hereby acknowledge and agree that in no event shall the Debtors have any obligation to fund any fees and expenses of the Liquidating Trust, the Liquidating Trustee or Professionals under this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

HARTFORD COMPUTER GROUP, INC.

HARTFORD COMPUTER HARDWARE, INC.

HARTFORD COMPUTER GOVERNMENT, INC.

OLD NS, LLC (F/K/A NEXICORE SERVICES, LLC)

By: _____
Name: Steven Nerger
Title: Chief Restructuring Officer

HARTFORD LIQUIDATING TRUSTEE

By: _____
Name: Peter Kravitz

EXHIBIT 1

FEES OF LIQUIDATING TRUSTEE

- For months 1-12 after the Effective Date, $7,500 per month;
- For months 13-24 after the Effective Date, $5,000 per month; and
- For month 25 and thereafter, $2,500 per month.
- Three percent contingency fee participation on avoidance action recoveries and claim reductions related to avoidance actions.

EXHIBIT 2

CONFIDENTIAL LIST OF IDENTIFIED AVOIDANCE ACTIONS

(TO BE FILED UNDER SEAL)

PLAN EXHIBIT B

[Preserved Causes of Action]

PLAN EXHIBIT B

PRESERVED CAUSES OF ACTION [1]

All Causes of Action against any of the following Persons, including without limitation (1) all Causes of Actions, including Avoidance Actions against any Person (including without limitation for payments that may be avoidable under Bankruptcy Code section 547 on account of transfers made in the 90 days (in the case of non-Insiders) and one year (in the case of Insiders) preceding the Petition Date as set forth on the Debtors' books and records or Statement of Financial Affairs), (2) all Causes of Action for failure to pay amounts owed to any of the Debtors under any applicable contract, for contract rights of action, or for actions arising in tort or equity that may exist or subsequently arise (but expressly excluding any interest of the Debtors in any tax refund, or any deposit, deposit account, certificate of deposit, bank, brokerage or similar account, trust account, reserve account, escrow account or the like), and (3) all Causes of Action for recharacterization of debt, equitable subordination, or breach of fiduciary duty:

"S" COM Computers
.A&R Office Machines, Inc
1099 PRO, INC
1207 REMINGTON LLC
1208 REMINGTON LLC
1209 REMINGTON LLC
1210 REMINGTON LLC
1st Choice Computer Services
1st Net Inc
1st Techs
2 Quick Clicks
2nd Net Inc
3rd Net Inc
911PC
A & A Electronics
A Plus Technicians
A Plus TV & Computer Repair
A&D PC
A&E Systems
A&G Computers Inc
A&R Office Machines, Inc
A+ Certified PC Repair
A-1 Quality TV, Inc.
A8 Electronics
AAA Computing
AAA PLANT SERVICES
Aaron Knight
Aaron's Computers
AB Distributing
ABE Computer Consultants,
ABSOLUTE COMPUTER SOLUTIONS
Acadiana Technology Solutions
ACCESS COMPUTER PARTS
Accurate Computer Technicians
ACCURATE FREIGHT SYSTEMS
ACCUTEK
ACER AMERICA CORPORATION
ACM3, LLC
Act Computer Services
Action Computers
ACURID PEST ELIMINATION
Adam Carter
ADC Solutions Inc
ADEAL.COM
Advanced Computer & Printer Re
ADVANCED COMPUTER SERVICES,INC
Advanced Electronic Services
Advanced PC
Advanced Technological Service
ADVISORS LLP
Aekcom Inc
AEROTEK COMMERCIAL STAFFING
AEROTEK PROFESSIONAL SERVICES
Affordable Computer Services
Affordable Computer Solutions
Affordable Computing
AFLAC
After Hours PC

[1] Capitalized terms used herein have the meanings set forth in the Plan.

AirTech Solutions
ALABAMA DEPT OF REVENUE
ALAN COMPUTECH
Alan Pearson
Albert Banuelos
Alecia Nash
Alex TV Service LLC
Alexander Brock
Alfred Cioci
Ali R. Dabiri
Alliance Computer Solutions
Alliance Industrial Refrigeration
ALL-SPEC INDUSTRIES
Alonzo Bailey
Alpine Computers Inc
AL'S TV
AM Appl and Elect Service LLC
Amaral's Digital Services
AMAZON COMPUTER TECHNOLOGY
American Business Systems
American Computer Sales
AMERICAN EXPRESS
AMERICAN MICRO COMPUTER CTR
AMERIGAS - OXNARD
Ames Computer Consulting
ANDERSON RUBBISH DISPOSAL
Andre Wirick
Andres Velez
Another Computer Guy
ANTHEM BLUE CROSS
Anthony Fabozzi
Anthony S Klingman
A-Plus Electronics Engineering
APPLE COMPUTER INC.
Applitex
ARKANSAS DEPT OF FINANCE AND ADM
Anthony Graffia, Jr.
Anthony Graffia, Sr.
ARG Investments
Arkansas Digital Systems
Arman Chowdhurry
ART HARMOND
Artesian Billing And Computers
Arts Computer Center
Arts TV Service Center
Arundel Cable & Computers
ASSETGENIE INC
Assurance Agency Computer Serv
AT HOME HDTV REPAIR
AT&T
AT&T LONG DISTANCE
AT&T MOBILITY
ATBATT
AUDIO AND VIDEO TECH,INC.
Audio Plus
Audio Video Repair Center
Audrey H. Smith
Austin Computer Solutions
Authorized Computer Repair
AVCOMP COMPUTER SERVICES INC.
AwesomeTvRepair
B & D Electronics
B&M Electronics, Inc.
Back to Basics Computer Servic
Barbara Technologies Corporati
Barry Wilson
BATTERY TECHNOLOGY
BATTERY-BIZ
Bayou Technologies, LLC
BBL&T Company
BCS Incorporated
BD Computer Consulting
Beekley Enterprises
Beka LLC
Bellman Computer Repair
Benchmark Computers
Benny Chan
Berkshire Computer Repair
Best Buy Co, Inc.
BEST BUY/PARTSEARCH
Best One Computers
Best Part Inc., The
Best PC Haven
BGH Electronics LLC
Big Bear Computer Repair
BigPCDeals
BILL HOTTMAN
Bill J. Crouch & Associates In
Bill's Computer Repair
Bit By Bit Computer Consulting
BitZ Communications, Inc

BIZ120 Inc.
BIZCOM ELECTRONICS
Blackwolf PC
Blake Cassels and Graydon LLP
Blizard Computer Service
BLUE FISH WORX
BMP COMPUTER PARTS SUPPLY INC (ZHANG YUEQING)
BOARD OF EQUALIZATION
Bob Dell
Bobby Bryant
Bob's Affordable Computing
BPCS LLC
Brainchild Technology
Brandywine Television Service
Brick Row Technical Service
BROKER BIN
Brown's Computer and
Bryan P Finnemore
B-Systems MARTINSBURG WV
Buckeye Tech
Bujor Solaris Rafael Emilian
Business Management Systems
BUSINESSUITES PARK VIEW
BUSY BEE HOME COMPUTER REPAIR
BUY JESSIE SINGH (BJS ELECTRONICS)
BWELL Computers/McKenzie PC
Byteback Computers
C & L Business Services LLC
C & M TV Inc.
CABLES TO GO
Cain Manzira
Campus Geeks
Capers Computer Service
CAPITAL ONE AUTO FINANCE
Capital One Bank
Capital One Bank 5793
Carl Stephens
Carlo Lopez
Carlos A. Covarrubias
CARL'S RENT A VAN
Carter Computers
Carter's TV Sales & Service
Cartridge Corner Plus
Castroville Computers
CBS Computers Inc
CD Enterprise
CDW COMPUTER CENTERS, INC.
Certified Tech Solutions Inc
Chad M Buettner
Chadrick Seals
CHAMPION COMPUTER SERVICE
Charles Mattson
CHARLES RAY ARNOLD
CHARLIE ANDOLINA
CHASE AUTO FINANCE (3407)
CHASE CARD SERVICES
CHASE CARD SERVICES 1763
CHASE CARD SERVICES 8009
Cherie Williams
Chicokool Technologies
Christian P.R. Sapp
Christopher Donkers
Christopher R Cassano
CHUBB & SON
CHUCK CASTRO
Chucks-PC
CIAMPA M4, LLC
Cindy Major Computer Services
CINTAS FIRST AID & SAFETY
CIPPCOM Computer Services
CIS LLC SIERRA
CIT TECHNOLOGY FIN SERV, INC
Citadel Computers LLC
CITI CARDS
CJNS Services LLC
Classic City Computing, Inc.
Clearnet Computer Services, LL
Clifton Jones
Clinton Norton
CNE Direct Inc
Coalfield Computer Services LL
Coast To Coast Computer Product
Codie Dasine
Columbia Gorge Computers LLC
Column6 LLC
ComEd
Command Consulting
Complexity Services
CompTech Services LLC
Comp-U-Care Montana

CompuPat, Inc.
Computer & Network Services
Computer 911 Services LLC
Computer and Data Doctor
Computer and Network Specialis
Computer Chick
Computer Commuter
Computer Connections, Inc.
Computer Consultant Services,
Computer Dave's Service
Computer Designs Unlimited
Computer Doctors, LLC
Computer Field Services LLC
Computer Guru Services
Computer Handyman Inc
Computer Help Team
Computer Heroes
Computer Living Corp
Computer Logistics Inc
Computer Management Services
Computer Medics of Webster County
Computer Parts International
Computer Pros
Computer Recyclers Inc
Computer Repair From Home
Computer Services Richmond Inc
Computer Solutions, LLC.
Computer SOS, Inc
Computer Support & Consulting
Computer Surgeons
Computer Synectics, Inc
Computer Troubleshooters
Computer Tutor
Computer-EZ Inc
ComputerEZE
ComputerJimDotCom
Computer-Mark Inc
Computers Made Easy
Computers QED
Computers QED ST
Computers-R-Us
Comp-U-Tv
COMPUVEST
Compuworld Systems LLC
Comsera
Comstox Computers
Connecting Point Computer Cent
Consolidated Technology
Cool's Computer Service & Repa
Corey Lee Blizard
COSTCO
Credo Computer Repair and Serv
CROSS & SIMON LLC
Crossline Technology Corp.
CSC (Corporation Service Compa
CTC Consulting
Curtis Carty
CUSHIONEER
Custom Computers
Custom Network Technologies,
Custom Packaging Supply Inc.
Cyan Co Inc
Cybertronics
D E West Enterprises Inc
D&D Computers
D.M.C.R.
Dakota Computer Repair Special
DAMAGE RECOVERY UNIT
Dan Adams
Daniel A Ortiz
Daniel S. Reeves
Daniel W. Lott
Dannet Consulting Inc
Danny E. Miller
Danny Galindo
Dan's TV Sales Service Inc.
Danville Electronic Service In
Data Management Express
Data Systems of the Keys Inc.
Datawherever Inc
DAVE OSGOOD
David Hampton
DAVID KEEM
David Munster's TV
DAVY MILLARD
DC TREASURER
DELL MARKETING L.P.
Delmarva Technology
DENNIS BOLTON ENTERPRISES, INC
DEPOT INTERNATIONAL
Derek Van Den Top
Designo Inc.

DeTech Technology Services
DHL EXPRESS (USA) INC
Diamond Computers
DIGI-KEY CORP 136194
Direct Access Computers
DIRECT TV
Directed Technologies, Inc.
Discount Computers, LLC
Diversified Electronics
DMR Computers
Don Tilley
Donald Balasco
Donald Barnes
Donald J. Lowe Jr
Donald Lewis Freeland
DOUGLAS GORDON
DOUGLAS J. KLEIN
DP Computer
Dr. Joey's Computer
Drake Tech Services LLC
DYNAMIC TECHNOLOGY SOLUTIONS
EAGLE STRATEGY GROUP
Earl Gadson
East KY Computer Sales & Service
Easy Tech LLP
ECI, Ervin's Consulting and In
Eddie Harris
Edison Computers Inc.
EH WALKER SUPPLY CO., INC.
Electro Service, Inc.
Electronic Office Equipment Co
Electronic Services Inc
Electropolis
Elite Wiring Solutions LLC
EMPIRE CLEANING SUPPLY
Empire Computer Services LLC
Enable Systems, Inc.
ENCOMPASS PARTS DISTRIBUTION
Enhanced Business Support
ENRIQUE BARCENA
ENTERPRISE HOLDINGS INC.
ENTERPRISE RENT-A-TRUCK
ENTERPRISE RIDESHARE
ENTERPRISE TECHNOLOGY
EREPLACEMENTS, LLC
Eric Edward Reeves
Eric Monserrate
Eric R. Mockler
Eric Schaper
Erik J. Bernard
Esau D. Chambers Jr
ESTER NAROOLA
Estevez Computer Services LLC
EVERCOOL THERMAL LLC
Everything Computers ETC Inc
Expert Tech & Gadgets LLC
EXPRESS TECHNOLOGY, INC.
EXTREME AUTOMATION, Inc
F3 Foleys Frag Factory LLC
Faron R. Haines
FARONICS TECHNOLOGIES USA INC.
Fast Response Service
Fast-tek OnSite Computer Service
Fazal Nabi
FCI Solutions
FEDERAL EXPRESS
FEDEX
FEDEX FREIGHT
FEDEX FREIGHT WEST, INC
FIA CARD SERVICES
FIDELITY INVESTMENTS INSTITUTE
FIDELITY SECURITY LIFE INSURANCE
Fireytech, LLC
FIRST ACCESS EQUIPMENT, LLC
FIRST INSURANCE FUNDING CORP.
FISH & RICHARDSON PC
FLEXTRONICS
FLOOD BROTHERS DISPOSAL
Florida Motherboard Specialist
Folasade Onafuye
FOX VALLEY FIRE & SAFETY
FRAKER FIRE PROTECTION, INC.
Frank Marra
FRED GROULX
Freddie Stewart
Friendly Computing Inc
FUJITSU AMERICA DTS
G & C Technologies Inc
Gatorland Computers
GE CAPITAL
Geek Alert Computer Repair
Geek at the Door, LLC

Geeks
Gem State Technology LLC
Gemini Computer, TV &
GenerationTAG, LLC.
Genesis Networks
George R. Caron
GEORGE SWEENEY
Gerald Depoorter
Glenn's PC Work LLC
Glick Computer Services
Glitch Grinch
Global Computer Services
Global Computer Services
Globaltek Components LLC
GOLD LABEL COFFEE SERVICE
Golden Opportunities Inc
GOLDEN STATE OVERNIGHT
GOURMET COFFEE SERVICE
GRAINGER
GreatAmerica Leasing Corp.
Greater Works Contracting
Gregory Davis
GREGORY MCDONALD
Gregory Meyer
Groot Technology Services
GSOLUTIONZ, INC.
Guaranteed Technology Solution
Guardian Computer Systems Inc
Gunter Technical Services
Hai Yan Wang
Half Price Geeks
Halley Computer Systems
HARDSOFT MPD
Haroldo's Company
Helvie & Souder
Heneghan, William P.
Herbert N. Balch
HERCOMPUTEK LLC
HERKTAN COMPUTING
HEWLETT PACKARD COMPANY
HHC Technologies LLC
HJ Technologies LLC
HOGAN LOVELLS US LLP
Hollandsworth Computer Service
Home Computer Services
Home PC Help Desk
HomeBoot Computer Services
Homer Contopidis
HONG KONG JOWAY
HOOK UPS
Horizon Enterprise Inc
HORIZON TECHNOLOGY
House Solutions Inc
HUISHANG COMMUNICATIONS
TECHNOLOGY (MENG LINFENG)
I can Fix IT.Net
I.C.S. INC.
I'7 Incorporated
IBM US
ICE MOUNTAIN
iComputers
IKON FINANCIAL SERVICES
IKON OFFICE SOLUTIONS
ILLINOIS DEPT OF REVENUE
I-M TECHNOLOGY, LLC
IMAGE MICROSYSTEMS
IMPACT COMPUTERS &
ELECTRONICS
In Home Solutions
Information Technology Service
Infotek Solutions LLC
Infoworks, LLC
INGRAM MICRO
Innovative Cyber Technologies
INSIGHT INVESTIGATIONS, INC.
Intech of Louisiana
Intermountain Computer Service
IPEX INFOTECH, INC / PATTY WU
IRON MOUNTAIN RECORDS
MANAGEME
Isda Consulting Inc
IT Support Solutions LLP
IT XCHANGE
I-Tech Compulock
ITechnoserve, LLC
Ivan Markovic
J Management LLC
J.D. Computer Service
J.H. COHN LLP
Jackson County's Complete Onsi
Jakobs Services
Jalaram Inc

JAMECO ELECTRONICS
James I Marks III
James J Kaup Sr
James R. Hagman
JAMES WOODS
Jasin's Tv
Jason W Jorde
Jason W. Ward
JC CORANODO
Jedori PC Services, Inc.
Jeff Zimmerman
JEM Network Consulting, LLC
Jenkins Computer Service and R
Jennifer Collins
Jeremy Baumann
Jet Components, Inc
Jim R. Hart
Jimmy Anderson
JJR Computers
JME Computers
JNT SYSTEMS
Joe R. Lopez
John Barrett
John Bredeken
John Harry Computer Repair
John Hubert Boatman IV
John Kennedy
John Miller
JOHN NELSON
John O'Hare Jr.
John P. Snyder
John Patrone
Johns TV
JOHNSON CONTROLS, INC.
Jon A Martinez Computers LLC
Jon Wadsworth Technology Solut
Jones Computer Specialties
Jose Antonio Peralta
Jose Rodriguez
Joseph A Young
Joseph Anthony Fraczek
Joseph M. Cecena
Joseph Ramos
JOSEPH RUMLEY
JR Computer Service
J-Tech Computer Services
Justin A. Hill
JWS ENTERPRISES
K & K Communications
K & S Emprises, LLC
K&L GATES LLP
K-2 Computer Services
Kalifa O. Aboudra
Kastech Computer Solutions Inc
Kathy's Computers LLC
Kauai Integrated Computer Netw
KB Computers
KE McCurry Co Inc
KEITH FRANNICOLA
Ken Bailey
KenCom Technologies
Kenneth E. Wise Jr
Kenneth Williams
Ken's Computers
Kerry N Kuykendall
Kevin Kenji Mitchel
KEVIN O'KANE
KFORCE TECHNOLOGY
KIEU'S DIRECT SOURCE, INC.
Kimitsu Tech
KMWA Consulting
KPM LLC
Kulshan Computer Services
KUWOOD SUNREX (DANIAN TANG)
Kyle Hankins
L&L Electronics
L&M Computers Inc
L-1 ENROLLMENT SERVICES DIVISI
LABEL HOUSE
Lake Region Business
LAL ENTERPRISE
Lambe Tutor & Wagner CPAs, APC
Laptop Jacks, Inc.
Laptop Parts Expert
Laptop Xperts, Inc.
LAPTOPUNIVERSE.COM
Larry Phillips
LEAF FUNDING INC.
Lee Coleman
LEE HARTMAN & SONS, INC.
LELAND JONES TV
LENOVO (UNITED STATES) INC.

Leon and Leon Service Shop
Leones Comp
Leones Comp LLC
LEXMARK INTERNATIONAL, INC.
LF Components
LG Electronics Alabama, Inc
Lincoln National Life Insurance
Lindsay Kooser
Lin's TV-VCR Service
LIVINGSTON INTERNATIONAL, INC.
Logan Computers
Logical Maintenance Solutions
LOUISIANA DEPT OF REVENUE
Lowell Campus Computers
LOWE'S BUSINESS ACCOUNT
L'Rae Industries LLC
LUNA COMMERCE LTD
LYNCH & STERN LLP
M. A. Wertheimer Inc.
MA LABORATORIES, INC.
MacAuthority
Macsveen Technical Services
MADHUMITA PANDA
Maine Laptop Service Center
Mainely Media and Tech Service
MANPOWER
MARIE KLINGER
Mark Slinn
Markiewicz Computer Services
MARTIN CAMACHO
MARY BOARDMAN
Maryland State Comptroller
MARYLAND STATE COMPTROLLER
Mason's Computer Repair
MASS DEPT OF REVENUE
MATT HERRON
Matthew Vives
Mattke Christian Techology
Maui Consulting
Mayo Technology Solutions
MCCORMICK COMPUTER RESALE
MCM ELECTRONICS
Mediatech Inc
MELKO TECHNOLOGIES, INC.
MEPODPHONE ENTERPRISE LTD
MERRILL TECHNOLOGIES INC.
Michael David Grandalski
Michael Flynn
Michael G Tilford
Michael Isgrig
Michael J. Jugan
Michael Jamison
Michael L. Hader
MICHAEL SMITH
Michael Ward
Micheal Emmanuel Harber
Mickey & Price Inc
MICRO PRODUCTS DISTRIBUTORS
MICRO TECHNOLOGIES, INC.
Micro Technology Concepts
Microchips Etc
MicroGlom, LLC
MICROLAND ELECTRONICS
Midnight Magix
MID-STATES FINANCIAL CORP.
Mikael Eriksson
Millard Electronics Services
Millennium Computer Solutions,
MINNESOTA DEPT OF REVENUE
MISSISSIPPI TAX COMMISSION
Mitch Will Fix IT
MIYUKI TAKAZONO
MJ Computer Services
MMEK Enterprises LLC
Mobile PC Services
Mobile-Tek LLC
Momentum Services
MONSTER.COM
Moshkovich Yakob
MOUSER ELECTRONICS
MPC Express Service Inc
MRR Venture LLC
MSL Enterprises Inc
MSN Group Inc
Mulnix Computer Services
MULTI SOLUTION POS INC
Multimedia World
MUSCATINE COMPUTER STORE
My Global Treasures LLC
Mynians Computer & Networking
Nadia Wasti
NATHAN MCDANIEL

Nelson J. Mason
Nessell Business & Home Servic
NET PC SUPPORT
Netcom Plus LLC
Netcomplus West, LLC
NetFx Pro
New Age Computers, Inc.
New IT Inc
New Technology Computers, Inc
Nextgen Computers
Nicholas Christian Bax
Nicholas Mavica
Nick Houston
Nick's Computer Works
NITOR Technologies In
Nivelity Corporation
Noble Technologies, LLC
Noguska LLC
Nordonia Computer Services, In
Norris Computer & Networking
NORTH CAROLINA DEPT OF REVENUE
North River Computer Engineeri
NORTH WEST CAM GROUP
Notebook Solutions Inc
NOVATECH INTERNATIONAL
NTS CONSORTIUM, INC.
NYC DEPARTMENT OF FINANCE
O and O LLC
OAKLAND RADIO AND TV INC
Ocean Computer Repair
Octavio Medrano
OEM SYSTEMS & SERVICES
Office Automation Systems Limi
Office Etc.
OG Computer Services, LLC
On Site Service Center
On Site Techs
On the Spot Electronics
One Step Ahead, LLC
One Stop Shop
Onsite Computer Service
Onsite Insights
On-Site Technologies
OPENPRO, INC.
ORACLE RESTON / KIM BALLENGEE
ORCS WEB, INC
Orion Industries
Osvaldo Avila
P.C. Tech 2 U
Pacific Technical Services
Panacore Corporation
Paradigm Technology Services,
PAROL HARRELL
Part Source, Inc.
PARTPOINT, INC.
PARTS NOW
PASCO COUNTY FLORIDA TAXES
Patrick Boyd Palczewski Computer
Patrick Davis
Paul Lawson
Paul Mazo
Paul S. Day
PAYPAL CREDIT SVCS/GEMB
PC Alliance
Pc Doctor LLC
PC Four One One
PC Graffiti
PC Helper
PC Hub
PC Mobile Solutions
PC Mobile Tech
PC Mobile USA
PC Needs
PC OK
PC Onsite LLC
PC Paramedics DBA Fast-teks On
PC PARTS INC.
PC PARTS UNLIMITED
PC Patrol
PC Repair
PC Repair By Abel, LLC
PC Setup & Training
PC Solutions Plus, LLC
PC Systems
PCRx
PcTechs
PCXperts, Inc.
PC'z Plus Inc
PELL TECHNOLOGY INC
Pell Technology, Inc.
Performance Computer Group

Personal Computer Solutions
PETER C. FOY & ASSOCIATES
Peter M. McCaffrey LLC
Phase 3 Enterprises, Inc
PHIL DADO
Philip Austin Brown
Phung Chang Inc
PITNEY BOWES
PITNEY BOWES GLOBAL FINANCIAL
PIUS Technologies LLC
PLUSONE SOLUTIONS, INC.
Polymath IT
Precision Company Inc
Price Computer Consulting
PRINTER GROUP, INC.
PRINTERS PLUS
PRISTINE PROFESSIONAL OFFICE
PROMETHEAN, INC.
PS Solutions, LLC D/B/A PS Sys
PSB Enterprises Inc.
PSL, LLC
PURCHASE POWER
Q Mobile Tech
Q Products
Quality Computer Service Inc.
Quality High Tech Services Inc
Quality TV Sales N Service Inc
Quartermaster
Quick-Tech LLC
Qwest-Technical Services
R & R Computer Repair
R&W Enterprises
Race Computer Services LCC
RAD Computers Inc.
Ralston Computer Services
Ramco Computer & Supplies
Ramon Sanchez
RAY MEREDITH
Raymond Computer
Raymond Duque
RC Tech Group
RC's Computer Sales & Service
REALM Technologies LLC
REED SMITH LLP
RENEW COMPUTER DTS
Reyder Enterprises Inc
RF Computers
RGA, LLC
RGV Computer Clinic
Richard Bizaillion
Richard Kohler
Richard Sweat
Richards Computer
Richards Computer Fairfax
Ricky's Computer Repair
Ripon Technology, LLC
Robert Alvarez
Robert Andrew Herron
Robert D. Bass
Robert Elton Uzzel
Robert John France
Robert Rivera
Robert Rozsa
ROBERT SAYLORS
Robert Steven Bondi
Robert Stewart
Robert X. McCormack
Roberta Bursheim
ROBINSON BROG LEINWAND GREEN
Rocky's Computer Repair & Recy
Rodney O Lewis
Ronnie Vienberg
ROSCOR CORPORATION
Rose Electronics Inc
ROTO ROOTER
Royalty Consulting Services
Roy's Computers for Starters
Rubiks Computers & Web LLC
S & M Computer Services Inc
SAFARI SHARK INC
Safari Shark Inc.
Salah Takdjerad
Salvatore Silecchia
Sam Computers LLC
Sam Crockett's Computer
Sampsonics Computer
Samuel Seth Miller
Sargent Computer Services
Sascha Hlawacz
Sassafras Forge
SCAN SOURCE, INC
Scole's Computer Brains

Scotsman's Workshop
SCREENTEK
SD PERIPHERALS
SD Techxperts
SEALED AIR CORPORATION
Sean Alsobrooks
Sears Dealer Organization
Selbyville TV Inc
SELECT STAFFING
Seven Systems, Inc. d/b/a Comp
SHA Matrix, Inc
Shadow Technical Services LLC
SHANGHAI SIHUI COMPUTER TECH (CHENJINQUAN)
SHAUN VICK
Shearer Technical
SHELL
SHENZHEN CHANGYOU TECH CO LTD (ZHANG HUA)
SHENZHEN L&P TECHNOLOGY LTD
Shivnet Inc.
Shore Thing Computers &
Siancy Technical Services, LLC
Sibashis Panda
Sight N Sound LLC
Signal Associates LLC
SIMI HEALTH CENTER
SIMI VALLEY HOSPITAL
Singh Semiconductors & Systems
SISBASHIS PANDA
SKM Equity Fund II, L.P.
SKM Investment Fund II
Skyline Computer Repair
SKYLINE ENGINEERING, INC.
Sleepy Hollow Computing Consul
Smart Choice Computer Solution
Smart Network Solutions Inc
SmartLab LLC
Smith & Associates
SOCIETY FOR HUMAN RESOURCE
Software Solutions LTD
SOLDER MASTER SUPPLY COMPANY
SOLUTIONS ELECTRONICS LLC
Somlo Enterprises Inc
Sonoran Computer Services
SONY ELECTRONCS INC.
Sound Microsystems, LLC
Source 1 Computer, Inc.
Southern Business Systems Inc
SOUTHERN CALIFORNIA EDISON
SOUTHWEST MEMORY, INC.
Spada Enterprises, Inc
Spurgeon Computer Service
SSC IT Solutions
ST JOAN OF ARC SCHOOL
Stanley Baker dba/ PC Secure
STANLEY COVERGENT SECURITY
SOL
STAPLES ADVANTAGE
Starlite Consulting Inc
Steel Horse Computers
Step Ahead Computers \
Steve's ComputerShop
Stitch Logo, Inc.
STRATEGIC SALES GROUP, LLC
SUNBELT RENTALS, INC.
Sunset Computers
Super Computing LLC
SuperGeeks-Hilo
Superior Computer Technologies
SUPPORT.COM
Surf Investments, LTD.
Synergetic Enterprises Inc
SYNNEX CORPORATION
Syntax Co LLC
Syntechs
SYSTEM DESIGN ADVANTAGE
T S Conard Inc
T&C Computing, LLC
T&MA Engineering, Inc
TAN & SAKIYAMA , LAW OFFICES
TAPO CANYON WAREHOUSE, INC.
Tary Wayne Vertz
TBK Consulting Inc
TECH DATA (EDI)
TECH FOR LESS, INC.
Tech Team Solutions LLC
Tech-2-You
Techbox LLC
Techboys Inc.
TecHead One
Technelogee

Technet Computer Services
TECHNOLGY CO LTD GUANGZHOU
JIAHUI (FU Xiao Liang)
Technology Force, Inc
Technology Solutions and Service
TechPro Direct
Techris Design Inc.
TechSupport
TechTahoe
TEKSERVE INC
Teleprompt TV Service
TeraSci Industries, Inc.
Terry Hillmon
TESSER & RUTTENBERG
TEXAS STATE COMPTROLLER
That Computer Guy
The Allynn Group
The C.M.H. Group Inc
The Computer Clinic LLC
The Computer Guy
The Computer Wizard
The Computer Works
The Computerman
The EDH, LLC
THE HARTFORD
The I.T. Specialists Inc
The PC Doctor
The Shop
Thomas E. Sawyer
Thomas F. Groves
Thomas L. Gaume Jr
Thomas McDonnell Jr
Thompson's Computer Center
THORNTON GROUT FINNIGAN LLP
Tiana L. Haley
Tier One Technologoes of Flori
TIGERDIRECT, INC
Timberline Computer Services
Timothy R. Hieronymus G
TINA BAILEY
Todd Electronics
TODD JOHNSON / JOHNSON ENTERPRISE
TOLEDO COMPUTER TECHNOLOGY,INC
Tomas Krajcovic
TOOMLY INDUSTRY COMPANY LTD
TOPSHEUNG ELECTRONICS CO LTD
TOSHIBA AMERICA INFO SYS
TOSHIBA COMPUTER SYSTEMS DIVISION
Total Computer Solutions, Inc.
Total Technology, LLC
TREVOR KING
Tri State Computer Services
TRIAD PERSONNEL SERVICES, INC.
Trinity Electronics
TRIPPE MANUFACTURING COMPANY / (dba Tripp Lite)
TRIPPE MFG. CO.
Tri-State Computer Service
TROPICAL REALTY & INVESTMENTS,
TROXELL COMMUNICATIONS / LIZ RUIZ
T-Tech Solutions LLC
Turner Business Systems
Two Way Tech LLC
TXC Technologies
Tymetec Inc
ULINE
UNITED PARCEL SERVICE
UNITEK CORP
UPS
UPS FREIGHT
UPS SUPPLY CHAIN SOLUTIONS, INC
USED-PCS.COM CORPORATION
UTAH STATE TAX COMMISSION
VanGuard Technologies LTD
Varicom Sales and Service Inc
VENTURA COUNTY CLERK AND RECOR
VERIZON
VERIZON FLORIDA INC 3711
VERIZON WIRELESS
Verizon Wireless (7134)
Vernon S. Ferris
Vernon Trice
VGRush Corp
VIK INTERNATIONAL COMPUTER CO LTD
VINCE LOBOSCO
Vincent Woods

VIRGINIA DEPARTMENT OF TAXATION
Virtual Tech USA LLC
Visions Unlimited
Vivo Technology
VIVO TECHNOLOGY
VJ'S TV Service
VorTek Staffing LLC
Voyage Technology Inc
Vtesta Consultants Inc
Walker Business Machines
WALKER WILCOX MATOUSEK LLP
Walsh Consulting
Walter Mccormick Jr
Walter Oakhem
Warren R. Waldo
Watford Enterprises
WAXIE SANITARY SUPPLY
WENDEL ALLEN
WEST POINT PRODUCTS LLC
WESTECH89 Inc
William Albert Weber
William B Cooke
William Timothy Friedhof
William Zetrouer
Winners Computers
Wise Services
World Pro LLC
WRIGHT EXPRESS FLEET FUELING
WUYOUSHOP (HANWEI ZOU)
WUYOUSHOP (JING ZHOU)
WYOMING DEPARTMENT OF TAXATION
XCLUTEL COMMUNICATIONS
York Computer Repair
ZEBRA TECHNOLOGIES CORPORATION
ZEPHYRHILLS
Zu Li Chen

For the following, the Causes of Action reserved herein are preserved for setoff purposes only:

Any of the Debtors' present or former directors, officers, employees, Insiders, and agents
Brian Mittman
Jo Lamoreaux
Ron Brinckerhoff
Randy Hodgson
Rich Levin
John Nelson
Greg McDonald
William Heneghan
Emily Roynesdal
Subhash Desai
Prashant Gupta
David Heller
Shepherd Pryor, IV

APPENDIX “B”

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)
	)	(Jointly Administered)
	)	
Debtors.	)	Hon. Pamela S. Hollis

AMENDED DISCLOSURE STATEMENT FOR THE JOINT PLAN OF LIQUIDATION OF THE DEBTORS AND THE CREDITORS' COMMITTEE

Dated: August 6, 2012

John P. Sieger (ARDC No. 6240033)
Peter A. Siddiqui (ARDC No. 6278445)
Paige E. Barr (ARDC No. 6282474)
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525 West Monroe Street
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Facsimile: (312) 902-1061
John.Sieger@kattenlaw.com
Peter.Siddiqui@kattenlaw.com
Paige.Barr@kattenlaw.com

Counsel to the Debtors and Debtors in Possession

[1] The Debtors are Hartford Computer Hardware, Inc. (FEIN 27-4297525), Old NS, LLC f/k/a Nexicore Services, LLC (FEIN 03-0489686), Hartford Computer Group, Inc. (FEIN 36-2973523), and Hartford Computer Government, Inc (FEIN 20-0845960).

EXHIBITS

EXHIBIT A: Proposed Joint Plan

EXHIBIT B: Liquidation Analysis

THE DEBTORS HEREBY ADOPT AND INCORPORATE EACH EXHIBIT ATTACHED TO THIS DISCLOSURE STATEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

PLEASE REVIEW THIS DOCUMENT FOR IMPORTANT INFORMATION REGARDING:

* **Description of the Debtors**
* **Classification and Treatment of Claims and Interests**
* **Distribution to Holders of Allowed General Unsecured Claims**
* **Implementation and Execution of the Plan**
* **Treatment of Contracts and Leases and Procedures to Assert and Resolve Rejection Claims**

AND IMPORTANT DATES:

* **Date to Determine Record Holders of Claims and Interests – August 7, 2012**
* **Deadline to Submit Ballots – September 12, 2012 at 5:00 p.m. (Pacific Time)**
* **Deadline to Object to Plan Confirmation – September 12, 2012 at 5:00 p.m. (Central Time)**
* **Hearing on Plan Confirmation– September 20, 2012 at 11:00 a.m. (Central Time)**

A COPY OF THIS DISCLOSURE STATEMENT AND THE DEBTORS' JOINT PLAN OF LIQUIDATION CAN BE FOUND AT http://www.kccllc.net/Hartford

1. INTRODUCTION.

1.1. Purpose of the Disclosure Statement.

Notice of this disclosure statement (as amended, modified or supplemented, the "**Disclosure Statement**") is being provided by Hartford Computer Hardware, Inc., Hartford Computer Group, Inc., Hartford Computer Government, Inc., and Old NS, LLC f/k/a Nexicore Services, LLC (collectively, the "**Debtors**," or, alternatively, the "**Proponents**") to the Office of the United States Trustee, and to all of the Debtors' known Creditors and stockholders pursuant to section 1125(b) of title 11 of the United States Code (the "**Bankruptcy Code**") for the purpose of soliciting acceptances of the Debtors' Joint Plan of Liquidation (the "**Plan**"). The Plan has been filed with the United States Bankruptcy Court for the Northern District of Illinois-Eastern Division (the "**Bankruptcy Court**") and the summaries of the Plan contained herein shall not be relied upon for any purpose other than to make a judgment with respect to, and determine how to vote on, the Plan. A copy of the Plan is attached hereto as **Exhibit A**. All capitalized terms used within this Disclosure Statement which are not defined herein have the meanings set forth in the attached Plan. **The deadline to object to Plan Confirmation is September 12, 2012 at 5:00 p.m. (Central time).**

PLEASE NOTE THAT MUCH OF THE INFORMATION CONTAINED HEREIN HAS BEEN TAKEN, IN WHOLE OR IN PART, FROM INFORMATION CONTAINED IN THE DEBTORS' BOOKS AND RECORDS AND PLEADINGS FILED BY THE DEBTORS. STATEMENTS MADE IN THE DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN. ALTHOUGH THE PROPONENTS HAVE ATTEMPTED TO BE ACCURATE IN ALL MATERIAL RESPECTS, THE PROPONENTS ARE UNABLE TO WARRANT OR REPRESENT THAT ALL OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS WITHOUT ERROR. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER THE DATE HEREOF.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016(c) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER RULES GOVERNING DISCLOSURE OUTSIDE THE CONTEXT OF CHAPTER 11.

NO REPRESENTATION CONCERNING THE DEBTORS OR THE VALUE OF THE DEBTORS' ASSETS HAS BEEN AUTHORIZED BY THE BANKRUPTCY COURT OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT OR ANY OTHER DISCLOSURE STATEMENT APPROVED BY THE BANKRUPTCY COURT. THE PROPONENTS ARE NOT RESPONSIBLE FOR ANY INFORMATION, REPRESENTATION OR INDUCEMENT MADE TO OBTAIN YOUR ACCEPTANCE, WHICH IS OTHER THAN, OR INCONSISTENT WITH, INFORMATION CONTAINED HEREIN AND IN THE PLAN.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER ACTIONS OR THREATENED ACTIONS, INCLUDING ALL POTENTIAL CHALLENGES (WITHIN THE MEANING OF THE FINAL DIP ORDER) TO THE CLAIMS OF DELAWARE STREET, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS PURSUANT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE. THIS DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST OR EQUITY INTERESTS IN THE DEBTORS.

YOU ARE STRONGLY URGED TO CONSULT WITH YOUR FINANCIAL, LEGAL, AND TAX ADVISORS TO UNDERSTAND FULLY THE PLAN AND DISCLOSURE STATEMENT. THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS GIVEN AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFIED. THE DELIVERY OF THIS DISCLOSURE STATEMENT DOES NOT, UNDER ANY CIRCUMSTANCE, IMPLY THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH HEREIN SINCE SUCH DATE. THIS DISCLOSURE STATEMENT IS INTENDED, AMONG OTHER THINGS, TO SUMMARIZE THE PLAN AND MUST BE READ IN CONJUNCTION WITH THE PLAN AND ITS EXHIBITS, IF ANY. IF ANY CONFLICTS EXIST BETWEEN THE PLAN AND DISCLOSURE STATEMENT, THE TERMS OF THE PLAN SHALL CONTROL.

IF A HOLDER OF A CLAIM WISHES TO CHALLENGE THE ALLOWANCE OR DISALLOWANCE OF A CLAIM FOR VOTING PURPOSES UNDER THE TABULATION RULES SET FORTH IN THE DISCLOSURE STATEMENT ORDER, SUCH ENTITY MUST FILE A MOTION, PURSUANT TO BANKRUPTCY RULE 3018(A), FOR AN ORDER TEMPORARILY ALLOWING SUCH CLAIM IN A DIFFERENT AMOUNT OR CLASSIFICATION FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN AND SERVE SUCH MOTION ON THE UNDERSIGNED COUNSEL TO THE DEBTORS SO THAT IT IS RECEIVED NO LATER THAN **5:00 P.M., PREVAILING CENTRAL TIME, ON SEPTEMBER 5, 2012**. UNLESS THE COURT ORDERS OTHERWISE, SUCH CLAIM WILL NOT BE COUNTED FOR VOTING PURPOSES IN EXCESS OF THE AMOUNT DETERMINED IN ACCORDANCE WITH THE TABULATION RULES.

THE DEBTORS URGE ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN TO VOTE TO ACCEPT THE PLAN.

TREATMENT AND CLASSIFICATION OF CLAIMS AND INTERESTS; IMPAIRMENT

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and Distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

Class & Description	Estimated Allowed Claims	Treatment	Estimated Recovery to Holders of Allowed Claims
Administrative Claims (excluding Professional Fee Claims)	Approximately $100,000 – $250,00	*Unimpaired.* Except to the extent that a Holder of an Allowed Administrative Claim agrees to a different treatment, each Holder of an Allowed Administrative Claim shall receive, in full satisfaction, settlement, and release of and in exchange for such Allowed Administrative Claim, Cash in an amount equal to such Allowed Administrative Claim, either (i) as soon as reasonably practicable after the Effective Date or (ii) if the Administrative Claim is not Allowed as of the Effective Date, thirty (30) days after the date on which such Administrative Claim becomes an Allowed Administrative Claim; provided, however, that Allowed Administrative Claims representing obligations incurred in the ordinary course of business of the Debtors may be paid by the Debtors in the ordinary course, consistent with past practice of the Debtors and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions, without further action by the Holders of such Administrative Claims or further approval by the Bankruptcy Court. If a Holder of a Claim under section 503(b)(9) is a defendant in an Avoidance Action with a count asserted under section 502(d) of the Bankruptcy Code, such Claim shall be deemed Disputed and shall become Allowed only after resolution of the Avoidance Action.	100%
Priority Tax Claims	Approximately $100,000 – $200,000	*Unimpaired.* Except to the extent that any governmental unit entitled to payment of any Allowed Priority Tax Claim has previously agreed or agrees to a different treatment by stipulation or otherwise, pursuant to section 1129(a)(9) of the Bankruptcy Code, each Holder of an Allowed Priority Tax Claim shall receive, in full satisfaction, settlement, and release of and in exchange for such Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim, (i) as soon as reasonably practicable after the Effective Date or (ii) if the Priority Tax Claim is not Allowed as of the Effective Date, thirty (30) days after the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim.	100%
Priority Wage Claims	$400,000 - $800,000	*Unimpaired.* Except to the extent a Holder of an Allowed Priority Wage Claim has previously agreed or agrees to a different treatment by stipulation or otherwise, pursuant to section 1129(a)(9) of the Bankruptcy Code, each Holder of an Allowed Priority Wage Claim shall receive, in full satisfaction, settlement, and release of and in exchange for such Allowed Priority Wage Claim, Cash in an amount equal to such Allowed Priority Wage Claim, (i) as soon as reasonably practicable after the Effective Date or (ii) if the Priority Tax Claim is not Allowed as of the Effective Date, thirty (30) days after the date on which such Priority Wage Claim becomes an Allowed Priority Wage Claim.	100%

Class I: Secured Claims of Delaware Street Capital Master Fund, L.P.	$61,497,313	*Impaired – Entitled to Vote.* The Holder of each Allowed Class I Secured Claim shall receive Cash distributed on the Effective Date in an amount equal to all proceeds of the Avnet Transaction, the right to the Earnout, except for the portion of the Earnout included in the Settlement Sum, all Excess Cash of the Debtors, and the DSC Assigned Causes of Action.	Approximately 30% - 62%
Class II: Subordinated Secured Claims	Approximately $2,000,000	*Impaired – Deemed to Reject.* The Holder of each Allowed Class II Subordinated Secured Claims shall receive no Distributions through the Plan.	0%
Class III: General Unsecured Claims	Approximately $2,500,000 - $3,500,000	*Impaired – Entitled to Vote.* The Holders of Allowed General Unsecured Claims shall share, on a pro-rata basis, in the Hartford Trust Assets.	Approximately 25% - 40%
Class IV: Equity Interests		*Impaired – Deemed to Reject.* Shareholders of the Debtors will retain no ownership interests in the Debtors under the Plan and such Interests shall be cancelled effective as of the Effective Date.	0%

1.2. **Final Approval of the Disclosure Statement and Confirmation of the Plan.**

1.2.1. **Requirements.** The requirements for Confirmation of the Plan are set forth in section 1129 of the Bankruptcy Code. The requirements for the Disclosure Statement are set forth in section 1125 of the Bankruptcy Code.

1.2.2. **Approval of the Plan and Confirmation Hearing.** To confirm the Plan, the Bankruptcy Court must hold the Confirmation Hearing to determine whether the Plan meets the requirements of section 1129 of the Bankruptcy Code.

1.2.3. **Effect of Confirmation.** Except as otherwise provided in the Plan or in the Confirmation Order, confirmation will effect the continued administration of the Debtors' remaining assets in accordance with the Plan and the Liquidating Trust Agreement and the dissolution of the Debtors. Confirmation serves to make the Plan binding upon the Debtors, all Creditors, Interest Holders, and other parties-in-interest, regardless of whether they cast a Ballot to accept or reject the Plan.

1.2.4. **Impaired Claims or Interests.** Pursuant to section 1126 of the Bankruptcy Code, only the Holders of Claims in Classes "Impaired" by the Plan and receiving a payment or distribution under the Plan may vote on the Plan. Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims may be "Impaired" if the Plan alters the legal, equitable or contractual rights of the Holders of such Claims or Interests treated in such Class. The Holders of Claims not Impaired by the Plan are deemed to accept the Plan and do not have the right to vote on the Plan. The Holders of Claims or Interests in any Class which will not receive any payment or distribution or retain any property pursuant to the Plan (Class IV – Equity Interests and Class II – Subordinated Secured Claims) are deemed to reject the Plan and do not have the right to vote.

1.2.5. **Eligibility to Vote on the Plan.** Unless otherwise ordered by the Bankruptcy Court, only Record Holders of Allowed Class I Claims and Allowed Class III Claims may vote on the Plan.

1.2.6. **Voting Procedure and Ballot Deadline.** To ensure your vote is counted you must (i) complete the Ballot, (ii) indicate your decision either to accept or reject the Plan in the boxes provided in Item 3 of the Ballot, and (iii) sign and return the Ballot to the address set forth on the Ballot (please note that envelopes and prepaid postage have not been included with the Ballot). **BALLOTS SENT BY FACSIMILE TRANSMISSION ARE NOT ALLOWED AND WILL NOT BE COUNTED.**

1.3. **Acceptance of the Plan.** As a Creditor, your acceptance of the Plan is important. In order for the Plan to be accepted by an Impaired Class of Claims, a majority in number and two-thirds in dollar amount of the Claims voting (of each Impaired Class of Claims) must vote to accept the Plan. At least one impaired Class of Creditors, excluding the votes of insiders, must actually vote to accept the Plan. **YOU ARE URGED TO COMPLETE, DATE, SIGN AND PROMPTLY MAIL THE BALLOT ATTACHED TO THE NOTICE. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND LEGIBLY IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE CREDITOR.**

2. THE DEBTORS.

2.1. **Description of Debtors, Debtors' History, and Debtors' Business.** The Debtors consist of: Hartford Computer Group, Inc., a Delaware corporation ("Hartford Group"), Hartford Computer Hardware, Inc., an Illinois corporation ("Hardware"), Hartford Computer Government, Inc., an Illinois corporation ("HCGovernment"), and Old NS, LLC f/k/a Nexicore Services, LLC, a Delaware limited liability company ("Nexicore"). Hartford Group is the parent company and owns 100% of the outstanding equity interests of Hardware and Nexicore. Hardware owns 100% of the outstanding equity interests of HCGovernment. The Debtors were one of the leading providers of repair and installation services in North America for consumer electronics and computers. The Debtors operated 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. The Debtors also engaged in hardware sales.

The Debtors operated out of five locations: Schaumberg, Illinois, Simi Valley, California, Tampa, Florida, Columbia, Maryland, and Markham, Ontario, Canada. As of June 2011, the Debtors employed approximately 486 employees, including approximately 250 employees in California and 113 employees in Canada. The Debtors' senior management had almost 70 years of experience with the Debtors and included Brian Mittman, their president and chief executive officer, Ron Brinckerhoff, as vice president of sales, Randy Hodgson as vice president of onsite operations, Rich Levin, as vice president of procurement, Jo Lamoreaux, as chief financial officer, John Nelson, as general manager in Canada, and Greg McDonald, as vice president of depot operations.

2.2. **Events Leading to the Commencement of the Chapter 11 Cases.** For the five years prior to the Petition Date, the Debtors had implemented various turnaround initiatives that focused on creating an efficient operation capable of delivering high-quality service. With the operational turnaround largely complete, the Debtors were achieving significant momentum in each of their business lines. During that period, the companies' total revenues had grown from $55.1 million in 2006 to $95.1 million and earnings had increased at an even larger degree.

In addition to operational initiatives, the Debtors also engaged in out-of-court restructuring efforts. Effective as of May 9, 2005, the Debtors entered into that certain Master Restructuring Agreement (the "Restructuring Agreement") with Delaware Street, MRR Venture LLC ("MRR"), ARG Investments ("ARG"), SKM Equity Fund II, L.P. ("SKM I"), and SKM Investment Fund II ("SKM II" and together with MRR, ARG and SKM I, the "Subordinated Lenders"), HCG Financial Services, Inc. (the "Financial PO Lender"), and Enable Systems, Inc. Pursuant to the Restructuring Agreements, the Debtors amended and restructured their agreements with their various stakeholders. Specifically, after the execution and effectiveness of the Restructuring Agreement, the Debtors' long-term, secured debt was as follows: (a) pursuant to that certain Amended and Restated Loan and Security Agreement dated as of December 17, 2004, among the Debtors and Delaware Street and various promissory notes and other documents (collectively, as may have been amended, supplemented, and modified, the "Senior Credit Agreement"), the Debtors were indebted to Delaware Street, as of the Petition Date, in the aggregate amount of $70,573,615; (b) pursuant to that certain Substituted and Amended Subordinated Promissory Note dated May 9, 2005, made by Hartford Group in favor of MRR Venture LLC (the "Prepetition Subordinated Lender"), Hartford Group was indebted to Prepetition Subordinated Lender in the approximate amount of $1,166,388.89; (c) pursuant to that certain Subordinated Promissory Note dated as of May 9, 2005, made by Hartford Group in favor of the Financial PO Lender, Hartford Group was indebted to the Financial PO Lender in the initial principal balance of $869,000.00; and (d) pursuant to that certain Revolving Credit Agreement by and between IBM Credit LLC ("IBM"), Hardware and HCGovernment, dated as of May 5, 2005 (the "IBM Credit Agreement"), Hardware and HCGovernment were indebted to IBM in the amount of $1,030,545. On December 9, 2011, the IBM Credit Agreement was paid off in fully through the use of cash collateral which secured a letter of credit that secured that facility.

As a result of the Restructuring Agreement, the Subordinated Lenders became holders of certain classes of preferred and common equity interests in Hartford Group, which is the sole shareholder and member of Hardware and Nexicore, respectively. The remaining equity interest holders of Hartford Group include Delaware Street and Brian Mittman. As set forth above, Hardware is the sole shareholder of HCGovernment.

Pursuant to the Senior Credit Agreement, Delaware Street made certain loans and other financial accommodations to or for the benefit of the Debtors. In connection with the Senior Credit Agreement, the Debtors entered into certain collateral and ancillary documentation with Delaware Street (such collateral and ancillary documentation collectively with the Prepetition Credit Agreement, the "Prepetition Credit Documents"). All obligations of the Debtors arising under the Prepetition Credit Documents, including all loans, advances, debts, liabilities, principal, interest, fees, swap exposure, charges, expenses, indemnities, and obligations for the

performance of covenants, tasks or duties, or for the payment of monetary amounts owing to Delaware Street by the Debtors, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, shall hereinafter be referred to as the "Prepetition Obligations."

As of December 1, 2011, the Prepetition Obligations, not including fees or interest, included:

- Revolver: $9,076,302 (the "Prepetition Revolving Debt");
- Term Loan A: $27,482,409;
- Term Loan B: $12,660,490;
- Term Loan C: $5,748,432;
- Term Loan D: $6,965,575; and
- Term Loan E: $8,640,407 (collectively, the "Prepetition Term Debt").

The documents evidencing and supporting the Financial PO Lender and the Prepetition Subordinated Lender contain subordination provisions that provide, among other things, that the Debtors shall not make any distributions on account of those claims unless and any until the Prepetition Obligations owing to Delaware Street are paid in full.

Given the Debtors' prepetition performance, as well as its capital structure, the Debtors commenced an aggressive marketing and sales effort so as to take advantage of their improvements for the benefit of all their creditors. The Debtors, with the assistance of their advisors, actively marketed the company since late January 2011, focusing on a sale of substantially all of their assets as a going concern. Even before the Petition Date, the Debtors conducted a well-orchestrated sale process targeting the company's universe of potential strategic and financial buyers in an effort to maximize the value of the Debtors' assets.

Prior to the commencement of these Chapter 11 Cases, the Debtors retained Paragon Capital Partners, LLC ("Paragon") to act in an advisory capacity to explore strategic alternatives. As part of this evaluation, the Debtors and Paragon aggressively pursued a potential sale of the Debtors' assets. The Debtors and Paragon undertook exhaustive efforts to solicit interest in the Debtors from third parties with the potential to acquire all or a substantial portion of the Debtors' assets.

At the outset of this process, the Debtors determined, in consultation with their advisors, to focus their sale efforts on locating a stalking horse bidder for substantially all of their assets. The Debtors believed that their businesses and assets had little value if liquidated separately (with the exception of Hardware and HCGovernment, which together constitute a discrete business unrelated to the other Debtors), and that a sale process that including a sale of substantially all of the assets of Hartford Group and Nexicore (the "Acquired Assets") as a going concern would maximize value to the estates.

During the marketing process, the Debtors and Paragon identified and contacted approximately ninety-one potential strategic and financial counterparties. Approximately thirty-two of these parties executed confidentiality agreements and received a confidential information memorandum providing extensive information relating to the Debtors' businesses, financial performance and projections, customers, programs, technology, information systems, operations, facilities, management and employees. Approximately eleven companies received a detailed

management presentation, either in-person or by phone, and were given the opportunity to speak extensively with the Debtors and their advisors. Of these, eight companies were strategic buyers (including five public companies with a median market capitalization in excess of $4 billion), and three counterparties were major private equity firms with relevant portfolio companies and significant funds under management. Six of these parties submitted written indications of interest to acquire all of the Acquired Assets of the Debtors as a going concern (the Acquired Assets exclude the Debtors' hardware business). Five of these parties attended in-person management presentations conducted by the Debtors' senior management team, and conducted site visits with respect to the Acquired Assets. All of these parties were granted access to supplemental due diligence materials made available on an electronic data site. One of these parties, Avnet, Inc. ("Avnet"), submitted a preliminary proposal, and subsequently submitted a definitive agreement. As of November 3, 2011, Avnet had a market capitalization of approximately $4.6 billion. For its most recent fiscal year ending July 2, 2011, Avnet reported total sales of $26.5 billion and had cash on its balance sheet of $675 million.

Avnet's offer was the basis for extensive discussions and negotiations with the Debtors, ongoing diligence and discussions with management, and visits to the Debtors' facilities. As a result, on December 12, 2011, Avnet and Avnet International (Canada) Ltd. (together, the "Purchaser") executed an Asset Purchase Agreement (the "Agreement"), pursuant to which, among other things, the Purchaser agreed to purchase, subject to higher and better bids and an order from the Bankruptcy Court, substantially all of the assets of Hartford Group and Nexicore. The purchase price under the Agreement consisted of an initial cash payment of $35,500,000, subject to a working capital adjustment, plus a potential earn out, subject to certain adjustments described more fully below, plus the assumption of certain liabilities, including certain cure costs and certain post-petition administrative expenses. Avnet is a New York Stock Exchange-listed, Fortune 500 company engaged in, among other things, consumer electronic manufacture, repair, and distribution.

The Agreement contemplated chapter 11 filings by the Debtors and the approval of the Agreement through Bankruptcy Court-supervised sale process and auction pursuant to section 363 of the Bankruptcy Code. As of the Petition Date, the Purchaser's bid was the highest and best that the Debtors had received. As a result, as soon as practicable after the execution of the Agreement, the Debtors commenced these Chapter 11 Cases and commenced a sale process (described below).

The Purchaser was not interested in acquiring the assets related to the Debtors' hardware business, which is the business of Hardware and HCGovernment. The hardware business has two main customer groups: the public school universities in Maryland and Sears Brands, LLC. The former business is the sole operation of HCGovernment (the "Maryland Business"), and the later is that of Hardware, though Hardware owned certain assets useful to the Maryland Business.

On November 22, 2011, Hardware and HCGovernment entered into that Asset Purchase Agreement with HCGI-Hartford, Inc., pursuant to which Hardware and HCGovernment sold all assets used in connection with the Maryland Business. The purchase price was $325,000, and $225,000 was paid upon closing; the remaining $100,000 purchase price was paid on May 21, 2012. The portion of the proceeds received prepetition were transferred to Delaware Street in

partial satisfaction of the obligations owing it. The portion of the proceeds that were receive post-petition will constitute Excess Cash to be disbursed to Delaware Street under the Plan.

2.3. **Debtors' First Day Motions and Orders.** On the Petition Date, the Debtors filed certain motions requesting customary "first day" relief, as well as for authority to pay certain prepetition obligations. Those motions included:

(i) Administrative Motions: To facilitate a smooth and efficient administration of these Chapter 11 Cases and to reduce the administrative burden associated therewith, the Bankruptcy Court entered the following procedural orders: (a) authorizing the joint administration of the Debtors' Chapter 11 Cases [Motion Docket No. 10, Order Docket No. 43]; (b) granting the Debtors an extension of time to file their schedules of assets and liabilities and statement of financial affairs (collectively, the "Schedules and Statements") [Motion Docket No. 21, Order Docket No. 58]; and (c) authorizing the employment and retention of KCC as notice and claims agent [Motion Docket No. 12, Order Docket No. 51];

(ii) Debtors' Motion for An Order (i) Approving Continued Use of Existing Bank Accounts, Business Forms, and Cash Management System, and (ii) To Obtain Limited Waiver of the Requirements of 11 U.S.C. § 345(b): The Bankruptcy Court authorized the Debtors to continue using their cash management systems and their respective bank accounts and business forms, with the exception that the Debtors were required to close their prepetition accounts with the Royal Bank of Scotland in lieu of accounts at the Bank of Montreal [Motion Docket No. 13, Order Docket No. 61];

(iii) Motion to Pay Employee Wages and Benefits: The Bankruptcy Court entered its order on December 15, 2011, authorizing the Debtors to pay certain prepetition wages, salaries, and other compensation, taxes withholdings and reimbursable expenses of their employees, to pay and honor obligations relating to employee medical and other benefit programs, and to continue their employee benefits programs, including their paid time off programs, on a post-petition basis [Motion Docket No. 19, Order Docket No. 53];

(iv) Debtors' Motion for Entry of An Order Authorizing the Debtors to Pay Prepetition Sales, Use and Other Tax Obligations: The Debtors obtained authority to pay prepetition sales, use, and other withholding taxes [Motion Docket No. 31, Order Docket No. 57];

(v) Debtors' Motion for Entry of an Order (i) Authorizing the Payment of Certain Prepetition Shipping Charges and (ii) Granting Certain Related Relief: By order dated December 15, 2011, the Debtors received authority to pay a limited number of prepetition shipping charges to the Debtors' principal logistics provider [Motion Docket No. 33, Order Docket No. 56];

(vi) Debtors' Motion for Entry of an Order Authorizing Debtors to (A) Honor Certain Prepetition Obligations to Customers and (B) Continue Their Customer Programs and Practices in the Ordinary Course of Business: By order dated December 15, 2011, the Debtors obtained authority from the Bankruptcy Court to honor warranty, rebate, and

other prepetition customer programs necessary to sustain the Debtors' reputation among its customer and suppliers [Motion Docket No. 16, Order Docket No. 54];

(vii) Debtors' Motion for Order: Pursuant to Sections 105(a) and 363 of the Bankruptcy Code (I) Authorizing the Debtor to Honor Prepetition Insurance Policies and Renew Such Policies in the Ordinary Course of Business; and (II) Granting Related Relief: The Debtors obtained authority from the Bankruptcy Court to maintain their prepetition property, casualty, pension bond, customs bond, workers' compensation, and directors' and officers' liability policies and pay necessary premiums post-petition [Motion Docket No. 17, Order Docket No. 55];

(vii) Debtors' Motion for Interim and Final Orders (i) Prohibiting Utilities From Altering, Refusing or Discontinuing Services to, or Discriminating Against, the Debtors, (ii) Determining That the Utilities Are Adequately Assured of Future Payment; (iii) Establishing Procedures for Determining Requests for Additional Assurance; and (iv) Permitting Utility Companies to Opt Out of the Procedures Established Herein: By final order granted on January 26, 2012, the Bankruptcy Court established procedures for determining adequate assurance of payment for future utility service in recognition of the severe impact even a brief disruption of utility services would have on the Debtors [Motion Docket No. 32, Order Docket Nos. 62 and 133].

2.4. **Debtor-In-Possession Financing Orders.** On the Petition Date, the Debtors filed their Motion for Interim and Final Orders (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 Senior Lender Pursuant to 11 U.S.C. §§ 361 and 363 and (iv) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001, pursuant to which, among other things, the Debtors sought authority to borrow money from Delaware Street to fund their working capital needs in these Chapter 11 Cases. Despite efforts to find alternative and more borrower-friendly financing, the Debtors were unable to find any financing sources willing to compete with Delaware Street in connection with providing the Debtors with their necessary working capital needs. As a result, in order to promote the sale of the Debtors assets while at the same time providing liquidity sufficient to fund day-to-day cash needs, pursuant to a budget, the Bankruptcy Court entered interim [Docket No. 66] and final orders [Docket No. 120] authorizing the debtor in possession financing from Delaware Street. Specifically, those orders provided for a $14,400,000 facility, $2,750,000 of which could be borrowed prior to the entry of the final order, secured by all of the Debtors' pre- and post-petition assets by superpriority, priming, senior liens pursuant to 364(c)(1) of the Bankruptcy Code, as well as granting adequate protection liens and claims to Delaware Street, as the Debtors' prepetition lender pursuant to sections 361(a) and 363(c) of the Bankruptcy Code. Among other things, the final order provided for the Debtors to apply proceeds received from pre-petition collateral to the Prepetition Revolving Debt and reborrow such amounts as post-petition debtor in possession financing. Pursuant to the Sale Order (described in Section 2.7 below), upon the closing of the transactions approved by the Sale Order, the Debtors were required to remit a portion of the proceeds of the Sale sufficient to repay the debtor in possession loan. On April 2, 2012, Delaware Street sent a notice to the Debtors and the Creditors' Committee that the debtor in possession obligations totaled $12,182,664, consisting of $12,076,302 of principal and $106,362 of interest. These sums included funds borrowed to

replace working capital used to repay the $9,076,302 in Prepetition Revolving Debt. On April 6, 2012, the Debtors paid to Delaware Street $12,182,644 in full satisfaction of the Delaware Street's DIP Loan claims.

2.5. **Canadian Proceedings.** On the Petition Date, the Debtors filed their Motion Pursuant to Section 1505 of the Bankruptcy Code for Authorization of Hardware to Act as the Debtors' Foreign Representative in an ancillary proceeding commenced under Part IV of the Companies' Creditors Arrangement Act in the Ontario Superior Court of Justice (Commercial List) in order to seek recognition of these Chapter 11 Cases and certain orders entered in these Chapter 11 Cases. The Bankruptcy Court granted the motion, and appointed Hardware as the Debtors' foreign representative on December 15, 2011 [Motion Docket No. 11, Order Docket No. 52]. The Debtors' thereafter commenced the ancillary proceeding and orders entered in these Chapter 11 Cases have been recognized therein, as necessary.

2.6. **Appointment of Creditors' Committee.** On December 28, 2011, the United States Trustee appointed an Official Committee of Unsecured Creditors (the "Creditors' Committee") pursuant to 11 U.S.C. § 1102(a)(1) [Docket No. 73]. The Creditors' Committee is comprised of the following unsecured creditors of the Debtors: C&K Industrial Painting, Inc., RipplePak and Select Staffing. The Creditors' Committee employed legal counsel, Levenfeld Pearlstein LLC, and financial advisors, Crowe Horwath LLP, to represent and advise it in these Chapter 11 Cases.

2.7. **Sale Related Motions and Orders.** On the Petition Date, the Debtors filed a 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 [Docket No. 33]. On January 26, 2012, the Bankruptcy Court entered an order approving the bidding procedures and setting a sale hearing [Docket No. 128]. Debtors thereafter conducted a sale process at the conclusion of which, the Purchaser's bid for the Debtors' assets was highest and best. The Debtors filed pleadings with the Bankruptcy Court setting forth the executory contracts and unexpired leases that the Debtors intended to assume and assign to the Purchaser [Docket Nos. 152 and 214]. On February 28, 2012, the Bankruptcy Court entered an order approving the sale of the assets to the Purchaser [Docket No. 208]. The sale transaction closed effective 11:59 p.m. on April 2, 2012. As set forth above, the sale order has been recognized by the Canadian court in the Canadian proceeding. Debtors have also filed a motion to reject all contracts that were not assumed and assigned to the Purchaser [Docket No. 236].

2.8. **Sale of the Debtors' Assets.** Pursuant to the APA, the purchase price due and payable at closing was $35,500,000 in cash. The purchase price was also subject to adjustment subsequent to the closing based upon a working capital adjustment and an Earnout based on the operating income of the business in calendar years 2012 and 2013. The Debtors submitted a working capital adjustment of $3,563,639 to the Purchaser. Pursuant to the Agreement, a final

determination of the Working Capital Adjustment was to be made within 60 days following the closing (since extended).

2.8.1. **Sale Escrows.** Pursuant to the APA, the Debtors and the Purchaser established two escrows to hold sale proceeds in reserve pending certain events. The first escrow was deposited with Wells Fargo Bank and was established to address any net Working Capital Adjustment to the purchase price (the "**Wells Escrow**"). The Debtors are obligated to deliver to the Purchaser a closing working capital statement within 60 days following the closing date of the Avnet Transaction (which date has now been extended to June 29, 2012). Within 20 days following the delivery of the closing working capital statement, the Purchaser shall notify the Debtors whether the closing working capital adjustment is accepted or objectionable. The APA contains a dispute resolution mechanism in the event the parties are unable to agree on what the final purchase price adjustment should be. If, as a result of the closing working capital statement, the purchase price goes up, the Purchaser will pay the increased amount and the funds held in the Wells Escrow will be turned over to the Debtors. If, on the other hand, the purchase price decreases as a result of the closing working capital statement, the funds in the Wells Escrow will be turned over to the Purchaser to the extent of the purchase price decrease, with the rest of the funds in the Wells Escrow, if any, being turned over to the Debtors. If the purchase price decrease exceeds the funds in the Wells Escrow, all funds in the Wells Escrow will be transferred to the Purchaser, and the Purchaser has the ability to offset the payment of the Earnout for any excess. The Debtors are hopeful that the full amount of the Wells Escrow will be transferred to the Debtors, but the Debtors cannot predict what the final outcome might be.

The Debtors also established an escrow with the Purchaser's Canadian counsel, Fraser Milner Casgrain (the "**Canadian Tax Escrow**"). A total of 5,000,000 Canadian Dollars of the purchase price under the APA were deposited in the Canadian Tax Escrow. Under Canadian law, when a non-Canadian sells assets in Canada, the seller is required to obtain and deliver to the buyer a certificate of compliance issued by the Minister of National Revenue (Canada) under subsections 116(2) and 116(5.2) of the Income Tax Act (Canada), in each case with a certificate limit in an amount not less than the Canadian dollar equivalent of the portion of the purchase price allocated to the applicable Canadian assets being sold (the "**116 Certificate**"). Under Canadian law, a buyer of Canadian assets from a non-Canadian seller may liable for certain Canadian taxes arising from the sale and that amount is reflected on the 116 Certificate.

As of closing, the Debtors had not received the 116 Certificate from the Canadian taxing authorities. Pursuant to section 9.5(g) of the APA, the Debtors and the Purchaser agreed that the maximum potential tax liability arising from the Canadian components of the Avnet Transaction would deposited in the Canadian Tax Escrow. Following the receipt of the 116 Certificate, which is expected in June or July 2012, an amount equal to the certificate limit (i.e., the anticipated tax owing by the Debtors) will be remitted from the Canadian Tax Escrow to the Canadian taxing authorities. Any funds remaining in the Canadian Tax Escrow will be remitted to the Debtors. While the Debtors expect that a substantial portion of the Canadian Tax Escrow will be remitted back to the Debtors, the Debtors cannot predict what the final outcome might be. In addition, the Debtors expect

that any Canadian taxes required to be paid will be recoverable as a refund after the Debtors file their Canadian tax returns for 2012.

2.8.2. **Earnout**. Pursuant to section 3.5 of the APA, the Debtors may be entitled to an Earnout as additional purchase price. The Earnout is calculated using the operating income in 2012 and 2013 derived from the acquisition of the acquired assets under the Avnet Transaction, less certain costs and offsets, all of which are more fully set forth in the APA. The Earnout is payable, if at all, approximately 4 months following the end of the year in which the operating income is measured (e.g., the Earnout based on 2012's operating income would be payable in approximately April of 2013). The APA sets forth the manner in which the proposed Earnout amount is to be calculated, conveyed by the Purchaser to the Debtors, and challenged by the Debtors, if necessary. Pursuant to the section 3.5(c) of the APA, the Earnout has a maximum cap for each year in which an Earnout would be calculated. Though the Debtors expect the Earnout will be collected in both 2013 and 2014, the Debtors cannot predict what the final outcome might be.

2.9. **Chief Restructuring Officer Appointment.** Following the closing of the sale of the Acquired Assets to the Purchaser, nearly all of the Debtors' employees, including all of the Debtors' officers, ceased working for the Debtors and were hired by the Purchaser. As a result, on March 29, 2012, the Debtors filed a motion for appointment of Silverman Consulting and Steven Nerger as Chief Restructuring Officer as of April 3, 2012 [Docket No. 229]. The Chief Restructuring Officer has and will continue to act as an estate representative for the Debtors through the Effective Date.

2.10. **Investigation by Creditors' Committee of Delaware Street and Settlement.** Pursuant to the final debtor-in-possession financing order, the Creditors' Creditors' Committee was granted until June 11, 2012,[1] to investigate the pre-petition liens and claims of Delaware Street as well as potential claims of the Debtors against Delaware Street. The Creditors' Creditors' Committee commenced its investigation and requested documents from and depositions of officers of the Debtors, Delaware Street and the Debtors' other secured creditors. Such parties responded to the Creditors' Creditors' Committee's requests and cooperated with the Creditors' Creditors' Committee in its investigation.

The Committee served approximately 20 subpoena requests for documents from Delaware Street, the Debtors, and the Debtors' present and former officers, directors, and shareholders. These document requests were broadly drafted, comprehensive in scope, and sought, among other things, the following categories of documents generated between November 2004 and the Petition Date:

- Documents reflecting monies advanced to or received from any of the Debtors by any Delaware Street entity;

[1] Under the final financing order entered by the Bankruptcy Court on January 30, 2012 [Docket No. 137], the investigation period expired on April 25, 2012. The Bankruptcy Court subsequent extended that expiration date to June 11, 2012, by an ordered entered on April 12, 2012 [Docket No. 265].

- Documents reflecting any agreements between any Delaware Street entity and the Debtors;

- Documents relating to negotiations of loan agreements between the Debtors and Delaware Street and the Debtors' performance and defaults under those agreements;

- Documents reflecting meetings of the Debtors' board of directors or shareholders;

- All communications between any Delaware Street entity and the Debtors;

- Financial statements, tax returns, and business plans of the Debtors;

- Documents relating to the evaluation of Debtors' management;

- Documents relating to all potential alternative financing arrangements, refinancings, or restructuring efforts by or on behalf of the Debtors; and

- Documents relating to potential acquisitions of the Debtors.

These subpoena requests yielded approximately 33,000 documents, representing over 400,000 individual images. Of these, approximately 1,700 documents were isolated and coded as being most relevant to potential causes of action against Delaware Street or its principals. From these, the Committee's professionals developed a detailed 50 page, single spaced chronology of facts relevant to consideration of potential causes of action against Delaware Street and its principals. All documents were hosted on a private vendor's "Relativity"® e-discovery review platform, through which full conditional keyword, text, date-range, and other refined searches could be conducted across the entire repository of data to isolate and interlink documents relevant to the investigation. The Committee's professionals also conducted extensive interviews of representatives from the entities that had commenced the Shareholder Suit and discussed, reviewed, developed, and tested preliminary findings and theories of liability.

Through the course of the Committee's investigation, the Committee was advised by its financial advisors at Crowe Horwath LLP, who undertook their own independent assessment of the Delaware Street loans from inception to date, including a review of monthly general ledger data, of historical financial information, of monies advanced and received, and of interest paid and accrued. They also conducted detailed sensitivity analyses showing the impact on Delaware Street loan balances of changes in interest rates and methods by which interest on the loans could accrue.

The Committee's professionals then reviewed the facts gathered and analyses performed in light of potential causes of action challenging the validity, extent, and priority of the Delaware Street loans or for possible inequitable conduct by Delaware Street, its principals, and members of the Debtors' management. Among the causes of action considered were the following: recharacterization of debt to equity; readjustment of interest rate accruals; equitable subordination; fraudulent transfer; preferential transfer; illegal dividend; and breach of fiduciary

duty. In all, the Committee's professionals expended nearly 1,200 hours in its investigation and analysis of potential causes of action against Delaware Street and its principals.

Following this extensive analysis, on May 8, 2012, the Committee's chairman (Peter Kravitz) and the Committee's professionals met with representatives of Delaware Street and the Debtors to discuss the Committee's analysis of its potential causes of action and the possibility of settlement. After lengthy discussion among the parties about the perceived strengths and weaknesses of potential derivative actions against Delaware Street and its principals and the range of possible litigation outcomes, the Committee, Delaware Street and the Debtors reached agreement on the key terms of the settlement that is incorporated into the Plan. The key terms of this settlement were as follows:

- Delaware Street shall consent to the Debtors use of its cash collateral pursuant to a budget and a form of cash collateral order, both in form and substance acceptable to Delaware Street, necessary for the Debtors and the Creditors' Committee to file, confirm and consummate the Plan.

- On and subject to the Effective Date of the Plan, Delaware Street shall carve out from its liens the Settlement Sum for the benefit of all General Unsecured Creditors holding Allowed Unsecured Claims as set forth as follows: (a) cash in the sum of $333,000, (b) the first dollars of any Earnout payable to the Debtors by the Buyers for the calendar year ending December 31, 2012 in an amount not exceeding $450,000, and (c) the first dollars of any Earnout payable to the Debtors by the Buyers for the calendar year ending December 31, 2013 in an amount not exceeding $667,000 less any amount recovered by the General Unsecured Creditors under subpart (b) hereof. The Settlement Sum will fund the Hartford Liquidating Trust. The assets of the Hartford Liquidating Trust will be used to fund Distributions to the General Unsecured Creditors. Delaware Street shall waive its share of the General Unsecured Claims entitled to payment from the Hartford Trust Assets.

- Delaware Street shall consent to the use of its cash collateral in an amount necessary to pay all Administrative Expense Claims, Priority Tax Claims, and Priority Wage Claims, in an amount set forth in the Cash Collateral Budget plus up to an additional $300,000.

- Subject to the Settlement Sum, all rights to collect any Earnouts payable by the Buyers shall be assigned to Delaware Street on the Effective Date.

- The claims set forth in the Shareholder Suit shall be deemed settled, released, and dismissed with prejudice as of the Effective Date and all other claims of the Debtors against Delaware Street shall be deemed released as of the Effective Date.

- Delaware Street will waive any deficiency claim and will not participate in any distributions to General Unsecured Creditors.

- All parties in interest will be permanently enjoined from prosecuting any claims relating to the Debtors against Delaware Street. The DSC Assigned Causes of Action, which include claims against directors, officers, employees and agents of the Debtors (including Avoidance Actions) will be assigned to Delaware Street, and Delaware Street shall have

exclusive standing to pursue such claims; provided, however, that if and to the extent that a director or officer of the Debtors files a non-administrative, non-priority claim against the Debtors which, if allowed, would be a General Unsecured Creditor, the Hartford Liquidating Trust may bring an avoidance action against such director or officer solely for purposes of offsetting against the amount of such non-administrative, non-priority claim, but may not seek affirmative recovery from such director or officer.

A significant factor in the decision to settle on the foregoing terms was based on an analysis of the potential impact of the most likely successful outcome under the most draconian of remedies, that of recharacterization of Delaware Street's debt to equity. The Committee viewed the most likely candidates for recharacterization of all the Delaware Street loans to be the so-called Term Loans "C," "D" and "E" that were made in 2005 after Delaware Street had taken a controlling position on the Debtor's board and thereby had become an insider of the Debtor. Because Delaware Street's approximately $41 million in "A" and "B" loans were initiated before Delaware Street became an insider of the Debtors, and based on other significant factors (including Delaware Street's apparent intent—as reflected in documents generated at the time—that these advances be characterized as loans), the parties significantly discounted the likelihood that the Committee would succeed in efforts to recharacterize these Term Loans "A" and "B". Even complete recharacterization of Term Loans "C," "D" and "E" as equity eliminated only $24 million of the $65 million in outstanding unavoidable obligations owed to Delaware Street as of the Petition Date. With maximum resultant sale proceeds from the Avnet sale of only $34 million available for distribution in a Plan, however, even such complete recharacterization would have left nothing for unsecured creditors.

The Committee considered its best next theory of attack a characterization of the interest charged under the "A" and "B" as fraudulent transfers to the extent they were accruing at above market rates. Such a cause of action, however, would necessarily be limited by statute to amounts accruing within four years of the Petition Date (and not the inception of the loan). Based on the sensitivity analyses performed by the Crowe Horwath, excessive interest accruing on the Delaware Street revolver and the "A" and "B" loans was projected at approximately $10.6 million. Adding this amount to the $24 million of potential recharacterized debt under Term Loans "C," "D" and "E" described above brought the total potential disallowance of Delaware Street's aggregate claim to $34.6 million, leaving Delaware Street with a resultant potential allowable claim of approximately $31.4 million. When compared to approximately $34 million of sale proceeds available for distribution to creditors of the Debtors' estate, and accounting for (A) up to $600,000 in administrative and priority claims that would take priority over unsecured creditors and reduce litigation recoveries but for Delaware Street's agreement to continued use of cash collateral and to fund payments of these amounts in the Plan, (B) projected legal and expert fees that would be incurred if the Committee were entirely successful in its case against Delaware Street (including up to $500,000 in potential out-of-pocket costs for experts, pre-trial, and trial costs) and contingency legal fees equal to at least 33% of recovered amounts (and possibly as high as 40% if the matter went to trial), which would further reduce potential recoveries to unsecured creditors by between $2.0-2.5 million, (C) uncertainty in outcome in the litigation, (D) years of litigation delays, and (E) the Debtors' projections of a total unsecured creditor pool of only approximately $2.5 million to $3.5 million.

In order for the Class III General Unsecured Creditors to obtain the benefits of this proposed settlement, Delaware Street insisted that the Committee release all derivative claims brought or that could have been brought by or through the Debtors (including all claims asserted in the Shareholder Suit, which the Debtors, the Committee and Delaware Street believe are entirely derivative in nature), dismissal of the Shareholder Suit with prejudice on the Effective Date, and release by the Debtors, the Committee, and other parties affected by the Plan of all claims or actions in any way related to the Debtors that were or could have been asserted prior to the Effective Date against Delaware Street and its affiliates, partners, members, officers, directors, employees, and agents. The Committee determined that the proposed settlement outlined above ($1 million cash plus non-insider avoidance actions and funding of administrative and priority claims by Delaware Street in the amounts set forth in the Cash Collateral Budget plus up to an additional $300,000) was well within the range of reasonably expected outcomes and offered a measure of certainty that was clearly in the best interests of Class III General Unsecured Creditors to accept.

The Committee's investigation also considered the primary allegations contained in the Shareholder Suit against Delaware Street, its principals, and certain of the Debtors' officers and directors that Delaware Street and its principals (i) devised a plan to withhold principal and interest payments of its debt in order to drive the Debtors into bankruptcy and recoup its initial investment and approximately $35 million in interest while depriving lesser priority claimants and equity interest holders from any recoveries and (ii) breached their fiduciary duties by not attempting to pay down, renegotiate, or refinance the Delaware Street debt despite the high interest rates being charged and the favorable investment climate for refinancing loans between 2006 and 2008.

The Committee's investigation did not reveal sufficient facts, supported by verifiable documentary evidence, that would support rejecting the proposed favorable settlement in favor of pursuing a hotly contested, fact-intensive litigation that would more likely than not have an unfavorable outcome for the Committee (assuming the costs alone could be adequately funded). Significant to the Committee in this regard was the fact that the Debtors themselves were losing significant money from operations until 2008-2009 and had serious, documented operational and internal control weaknesses at the time Delaware Street made loans to the Debtors. As a result, it is likely that the Debtors would have defaulted under any refinancing attempted with any third-party lender, potentially dooming the entire operation to the detriment of all involved. In addition, the general ledger data reviewed by the Committee's professionals, along with documents received from Delaware Street, support the contention that in the four years preceding the Petition Date, Delaware Street accrued interest on at least one-half of the interest due on Term Loans "A", "B" and "C", received no interest on Term Loans "D" and "E", advanced approximately $4.1 million in additional loans on which principal appears not to have been paid, and were paid only approximately $144,000 in accrued interest monthly on the outstanding revolver and Term Loan "A", "B", and "C" balances that aggregated at least approximately $21.8 million (or approximately 8% simple interest).

The investigation also did not suggest to the Committee that Delaware Street or its principals were operating the Debtors with any intent to profit at the expense of unsecured creditors. Rather, it appears that once the operational and internal control weaknesses were stabilized, the Debtors' operations began to turn around such that they actually earned profits and

were experiencing significant revenue growth during the challenging economic period of 2008 and 2009. This favorable period of revenue and earnings growth was seized upon by the Debtors and Delaware Street as an opportunity to maximize and realize full enterprise value for the Debtors' operations through a possible sale. In the end, by virtue of the sale to Avnet as approved by the Bankruptcy Court, the value of the Debtors appears to have been maximized at a price that did not seem achievable in previous years. The Committee further notes in this regard that the Debtors were relatively current with their creditor/vendor base and that the total general unsecured claims pool of approximately $3.5-$4 million is relatively modest compared to the Debtors' approximately $60 million of annual operating costs and $22 million in annual SG&A expense in the year preceding the Petition Date.

The Prepetition Subordinated Lender and the Financial PO Lender (collectively, the "Noteholders") believe that the Committee has undervalued both available Avoidance Actions against the Debtors' insiders as well as the causes of action set forth in Shareholder Suit. The Noteholders assert that the Debtors' insiders received several million dollars in potential Avoidance Actions and believe that actions to recover such Avoidance Actions on behalf of the Debtors' estates have meaningful value on their own, let alone in combination with the other causes of action set forth in the Shareholder Suit. The Noteholders believe that the settlement of the claims of the Debtors' and their estates that is set forth in the Plan greatly undervalues such claims and, as such, the Noteholders believe that a far greater recovery for General Unsecured Creditors can be achieved by pursuing the causes of action in the Shareholder Suit and Avoidance Actions against the Debtors' insiders. In addition to evaluating the claims set forth in the Shareholder Suit as discussed above, in connection with entering into the proposed settlement the Committee also evaluated all transfers to the Debtors insiders for potential avoidability. The Committee believes the Noteholders' contentions exaggerate both the dollar amount of the transfers at issue, and the potential recoveries therefrom, and that the proposed settlement remains advantageous to unsecured creditors relative to any possible recovery from such Avoidance Actions.

2.11. **Shareholder Suit.** Prior to the Petition Date, several entities filed the Shareholder Suit, a lawsuit in Delaware state court against Delaware Street, certain of its officers, Hartford Group and certain of its officers seeking, inter alia, to challenge Delaware Street's claims in these Chapter 11 Cases. The Shareholder Suit was stayed by the Debtors' bankruptcy filing. On March 9, 2012, the Debtors removed the state court lawsuit to the United States District Court for the District of Delaware and have subsequently filed a motion to transfer venue to the Bankruptcy Court. Their motion to transfer venue is pending at this time. As set forth above, pursuant to the Creditors' Committee/Delaware Street Settlement, the claims set forth in the Shareholder Suit will be deemed settled, released and dismissed with prejudice as of the Effective Date.

3. SUMMARY OF THE PLAN.

3.1. **Purpose of the Plan.** The Debtors proposed the Plan, in consultation with the Creditors' Committee and Delaware Street, over the alternative of converting the Debtors' bankruptcy cases to chapter 7 of the Bankruptcy Code because the Debtors believe that the Plan: (i) provides a more orderly liquidation and a greater recovery to creditors than a chapter 7

liquidation, (ii) consummates a settlement between the Debtors, the Creditors' Committee, and Delaware Street that results in the funding of the Plan and the full payment of Chapter 11 administrative expenses, and (iii) avoids unnecessary costs to the Debtors' estates which would accrue should the Debtors' bankruptcy cases be converted to chapter 7 of the Bankruptcy Code.

3.2. **Classification of Claims and Interests under the Plan.** All Allowed Claims and Interests, except the Allowed Unclassified Claims, are placed in the Classes set forth in Article III of the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims (including Professional Fee Claims), Allowed Priority Wage Claims, and Priority Tax Claims have not been classified. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any remainder of the Claim or Interest qualifies within the description of such other Classes.

3.3. **Treatment of Allowed Claims under the Plan**. As set forth in Article III of the Plan, the Record Holders of Allowed Claims shall be treated as follows:

3.3.1. **Allowed Class I Secured Claims**. The only Holder of Class I Claims is Delaware Street, and pursuant to the settlement set forth herein, Delaware Street has an Allowed Class I Claim secured by substantially all of the Debtors' assets in the amount of $61,497,313. The Holder of each Allowed Class I Secured Claim shall receive Cash distributed on the Effective Date in an amount equal to all remaining proceeds of the Avnet Transaction, and all Excess Cash, less Cash portion of the Settlement Sum, which shall be paid by the Debtors to the Hartford Liquidating Trust. In addition, on the Effective Date, Delaware Street shall be assigned the right to receive the Earnout (subject to the requirement that any amount thereof included in the Settlement Sum be turned over to the Hartford Liquidating Trust), any interest of the Debtors in any tax refund, or any deposit, deposit account, certificate of deposit, bank, brokerage or similar account, trust account, reserve account, escrow account or the like, and the DSC Assigned Causes of Action.

3.3.2. **Allowed Class II Claims**. The Holders of Allowed Class II Subordinated Secured Claims shall receive no Distributions through the Plan. The Noteholders have informed the Debtors that the Noteholders intend to challenge this aspect of the Plan. Specifically, the Noteholders intend to bring an action in this Court in order to void the subordination provisions in the Restructuring Agreement as a result of what the Noteholders allege constitutes inequitable conduct of Delaware Street. The Debtors believe that the Noteholders' claims may be separately classified as Class II Subordinate Secured Claims rather than as Class III General Unsecured Claims pursuant to the Restructuring Agreement. The Noteholders believe that they will be successful in their challenge to the subordination provisions of the Restructuring Agreement and, as a result, there will no longer be a justification for the separate classification of the Noteholders' claims as Class II Subordinate Secured Claims rather than as Class III General Unsecured Claims and, once reclassified as Class III General Unsecured Claims, the Noteholders will share, on a pro-rata basis with the rest of the General Unsecured Creditors, in the Harford Trust Assets. The Noteholders estimate that the inclusion of their claims as Class III General Unsecured Claims will dilute the recovery available to the other

General Unsecured Creditors between forty-seven percent (47%) and fifty-five percent (55%). The Committee and the Debtors disagree with the Noteholders' position because, among other things, (a) Section 510(a) of the Bankruptcy Code provides that "[a] subordination agreement is enforceable in a case under this title to the same extent that such agreement is enforceable under applicable non-bankruptcy law", and (b) the Noteholders have never articulated, nor has the Committee's investigation yielded, facts sufficient or a legal basis to disregard the enforceable subordination provisions mandating the subordination of the Class II Claims.

3.3.3. **Allowed Class III Claims**. Pursuant to the terms of the Hartford Liquidating Trust Agreement, the Record Holders of Allowed General Unsecured Claims (excluding any deficiency claim of Delaware Street under Section 506(a) of the Bankruptcy Code) shall become beneficiaries of the Hartford Liquidating Trust, and shall share pro rata in Distributions of the Hartford Trust Assets in the manner provided in the Hartford Liquidating Trust Agreement.

3.4. **Implementation and Execution of the Plan.**

3.4.1. **Effective Date.** The Plan shall become effective on the date which is the first Business Day on which each condition set forth in Article V of the Plan has been satisfied or waived as set forth therein.

3.5. **The Hartford Liquidating Trust.**

3.5.1. **Establishment of Hartford Liquidating Trust**. The Debtors shall transfer all of the Hartford Trust Assets to the Hartford Liquidating Trust on the Effective Date. Such transfer of assets shall be free and clear of all liens, claims, and encumbrances.

3.5.2. **Execution of Hartford Liquidating Trust Agreement**. On the Effective Date, the Hartford Liquidating Trust Agreement, in a form consistent with the Plan, shall be executed, and all other necessary steps shall be taken to establish the Hartford Liquidating Trust.

3.5.3. **Authority and Role of the Hartford Liquidating Trustee**. The Hartford Liquidating Trustee shall be Peter Kravitz, who is serving as the chairperson of the Creditors' Committee. In furtherance of and consistent with the purpose of the Hartford Liquidating Trust and the Plan, the Hartford Liquidating Trustee shall be deemed to be a judicial substitute for each of the Debtors as the party-in-interest in these Bankruptcy Cases, under the Plan or in any judicial proceeding or appeal to which the Debtor is a party, consistent with section 1123(b)(3)(B) of the Bankruptcy Code and section 303 of the Delaware General Corporation Law, and is appointed as the representative of the Estates for all purposes, including for the retention and enforcement of all claims and rights, known and unknown, which arose prior to the Effective Date, except as provided for in the Plan and the Hartford Liquidating Trust Agreement. On the

Effective Date or the Outside Date, which ever is later, the current officers and directors of each of the Debtors, including, without limitation, the Chief Restructuring Officer, shall be deemed to have resigned and shall be fully discharged from their responsibilities and duties as officers and directors of the Debtors.

3.5.4. **Authorization**. The Hartford Liquidating Trustee shall be empowered and authorized to, among other things: (a) liquidate the Hartford Trust Assets; (b) make one or more Distributions after the Effective Date of Hartford Trust Assets pursuant to his reasonable business judgment and in accordance with the Hartford Liquidating Trust Agreement; (c) pursue, in accordance with his reasonable business judgment, Identified Avoidance Actions; (d) after December 1, 2013 pursue, in accordance with his reasonable business judgment, Avoidance Actions against any Person (except DSC Assigned Causes of Action and any Cause of Action released pursuant to the Plan); (e) retain and/or employ professionals; (f) after the Outside Date, exercise all power and authority that may be exercised by any officer, director or Holder of an Interest in such Debtor with like effect as if authorized, exercised and taken by unanimous consent of such officers, directors or Holders of Interests; (g) pursue objections to, and estimations and settlements of, Class III Claims; (h) prosecute any Causes of Action of the Estates, except the DSC Assigned Causes of Action and Causes of Action released pursuant to the Plan; provided, however, that, as set forth in the Hartford Liquidating Trust Agreement, prior to December 1, 2013, the Hartford Liquidating Trustee may only commence Avoidance Actions that constitute Indentified Avoidance Actions; (i) calculate and implement all Distributions to be made under this Plan to Creditors holding Allowed Class III Claims pursuant to the Hartford Liquidating Trust Agreement; (j) market, sell, lease, or otherwise dispose of or realize the value of all Hartford Liquidating Trust Assets; (k) file all required tax returns and pay taxes and all other obligations on behalf of the Hartford Liquidating Trust; (l) file required operating reports and quarterly reports relating to the Hartford Liquidating Trust; and/or (m) take all other actions to complete the liquidation, dissolution and wind-up of the Hartford Liquidating Trust in accordance with applicable non-bankruptcy law. The Hartford Liquidating Trustee shall serve as the disbursing agent for holders of Allowed Class III Claims. The Hartford Liquidating Trustee shall also be authorized and directed to review, object to, prosecute, negotiate, settle or otherwise compromise any Disputed Class III Claims, pending Causes of Action or other Avoidance Actions (but specifically excluding the DSC Assigned Causes of Action and Causes of Action released pursuant to the Plan), in each case in accordance with Bankruptcy Rule 9019; provided, however, that any Disputed Class III Claim may be settled by the Hartford Liquidating Trustee in an amount less than $50,000 without the need for Bankruptcy Court approval under Bankruptcy Rule 9019 or otherwise. The powers granted to the Hartford Liquidating Trustee shall be exercisable without further approval of the Court.

3.5.5. **Liquidation of Assets**. The Debtors shall pursue the recovery and liquidation of any remaining miscellaneous Assets, other than the Hartford Trust Assets, the DSC Assigned Causes of Action, and any Claims or Causes of Action released by this Plan, in a commercially reasonable manner. The Hartford Liquidating Trustee shall pursue recovery of Hartford Liquidating Trust Assets in accordance with the terms of the Hartford Liquidating Trust Agreement.

3.5.6. **Compensation of the Hartford Liquidating Trustee and the Hartford Liquidating Trustee's Professionals**. The Hartford Liquidating Trustee shall be entitled to reasonable compensation in an amount consistent with that of similar professionals in similar types of bankruptcy proceedings. The costs and expenses of the Hartford Liquidating Trustee, including the fees and expenses of the Hartford Liquidating Trustee and his retained professionals, shall be paid out of the Hartford Trust Assets and shall be paid without further Bankruptcy Court approval and in the Hartford Liquidating Trustee's reasonable business judgment. The Hartford Liquidating Trustee shall maintain appropriate reserves to fund administrative expenses and operating expenses during the implementation of the Plan. Such reserves shall be established by the Hartford Liquidating Trustee in accordance with his reasonable business judgment.

3.5.7. **Execution of Documents**. The Debtors and Hartford Liquidating Trustee, as applicable, may execute any and all documents and instruments necessary to effectuate the Plan.

3.5.8. **Cash**. The Hartford Liquidating Trustee may invest Cash of the Hartford Liquidating Trust (including any earnings thereon); provided, however, that such investments are investments permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities.

3.5.9. **Retention of Professionals by the Hartford Liquidating Trustee**. The Hartford Liquidating Trustee may retain and reasonably compensate counsel and other professionals to assist in his or her duties on such terms as the Hartford Liquidating Trustee deems appropriate without Bankruptcy Court approval. The Hartford Liquidating Trustee may retain any professional who represented parties in interest in the Cases.

3.6. **Description of Projected Recoveries and Assets Available for Distribution.**

The Holders of Allowed General Unsecured Claims shall share, on a pro-rata basis, in the Hartford Trust Assets. The Hartford Trust Assets available to Holders of Allowed General

Unsecured Claims will consist primarily of the Settlement Sum and the proceeds of the Causes of Action.

As referenced in the Debtors' chart of ranges of recoveries, the Debtors estimate that there will be approximately $1,000,000 available for distribution to General Unsecured Creditors from the proceeds of the Hartford Trust Assets. However, the amount available for distribution to General Unsecured Creditors cannot be determined with certainty. There can be no assurance that the Debtors' estate will recover the estimates below from recoveries of Avoidance Actions. The Hartford Liquidating Trustee will commence approximately 25 Avoidance Actions seeking to avoid and recover transfers under sections 547 and 550 of the Bankruptcy Code. The Debtors estimate that they will recover approximately $250,000 for the Avoidance Actions, net of costs. The Noteholders assert that the Debtors' insiders received several million dollars in potential Avoidance Actions and believe that actions to recover such Avoidance Actions on behalf of the Debtors' estates have meaningful value on their own, let alone in combination with the other causes of action set forth in the Shareholder Suit. The Noteholders believe that the settlement of the claims of the Debtors' and their estates that is set forth in the Plan greatly undervalues such claims and, as such, the Noteholders believe that a far greater recovery for General Unsecured Creditors can be achieved by pursuing the causes of action in the Shareholder Suit and Avoidance Actions against the Debtors' insiders. In addition to evaluating the claims set forth in the Shareholder Suit as discussed above, in connection with entering into the proposed settlement the Committee also evaluated all transfers to the Debtors insiders for potential avoidability. The Committee believes the Noteholders' contentions exaggerate both the dollar amount of the transfers at issue, and the potential recoveries therefrom, and that the proposed settlement remains advantageous to unsecured creditors relative to any possible recovery from such Avoidance Actions.

3.6.1. **Delivery of Distribution.** Any Distribution shall be made to Record Holders of Allowed Claims: (i) at the address set forth on the proof of claim Filed by such Holder, (ii) at the address set forth in any written notices of address change Filed by such Holder, (iii) at the addresses reflected in the Schedules if neither a proof of claim nor a written notice of address change has been Filed, or (iv) if the Holder's address is not listed in the Schedules, at the last known address of such Holder according to the Debtors' books and records. Except as otherwise provided for herein, ordered by the Bankruptcy Court, or otherwise, Distributions under the Plan shall be made as soon as is practicable on the later to occur of (a) the Effective Date, (b) when a Claim becomes an Allowed Claim, or (c) when sufficient Cash is available for a Distribution to a particular Class pursuant to the treatment of such Class under the Plan, as determined by the Debtors (in respect of Allowed Administrative Claims, Priority Tax Claims and Priority Wage Claims) and the Hartford Liquidating Trustee (in respect of Allowed Class III Claims) in accordance with their respective reasonable business judgment. The Debtors shall make all Distributions to Holders of Allowed Administrative Claims, Priority Tax Claims, and Priority Wage Claims due and payable on the Effective Date or the Outside Date, as appropriate. The Hartford Liquidating Trustee shall make all Distributions payable to Holders of Allowed Class III Claims.

In accordance with the provisions of the Hartford Liquidating Trust Agreement, the Hartford Liquidating Trustee shall establish a reserve of Cash that he estimates to be sufficient to satisfy incurred and anticipated post-Effective Date Claims to be incurred by the Hartford

Liquidating Trustee and to fund the Distribution Reserve. The Hartford Liquidating Trustee may make any additional Distribution after the initial Distribution is made on or about the Effective Date as provided in the Hartford Liquidating Trust Agreement. Such additional Distribution may be made at such time(s) and in such amount(s) as are consistent with the Hartford Liquidating Trust Agreement.

3.7. **Procedures for Treating and Resolving Disputed Claims.** No payments or Distributions will be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim. All objections to Claims must be filed by the Hartford Liquidating Trustee or any other party in interest entitled to object under the Bankruptcy Code and/or Bankruptcy Rules on or before the Claims Objection Deadline. The Claims Objection Deadline may be extended by the Bankruptcy Court for cause shown. The filing of a motion to extend the Claims Objection Deadline shall automatically extend the Claims Objection Deadline until a Final Order is entered on such motion. In the event that such motion is denied, the Claims Objection Deadline shall be the later of the current Claims Objection Deadline (as previously extended, if applicable) or 30 days after the Bankruptcy Court's entry of an order denying the motion to extend the Claims Objection Deadline. Following the Effective Date, the Hartford Liquidating Trustee shall have the exclusive authority to object to Class III Claims.

3.7.1. **Distribution Reserve.** The Hartford Liquidating Trustee will withhold the Distribution Reserve from the property to be distributed to Holders of Allowed Class III Claims. The Hartford Liquidating Trustee may request that the Bankruptcy Court estimate for purposes of allowance any Disputed Class III Claim, and the Hartford Liquidating Trustee will withhold the Distribution Reserve based upon the estimated amount of each such Disputed Class III Claim as determined by Final Order of the Bankruptcy Court. If the Hartford Liquidating Trustee elects not to request such estimation from the Bankruptcy Court with respect to a Disputed Class III Claim that is contingent or unliquidated, the Hartford Liquidating Trustee will withhold the Distribution Reserve based upon the appropriate pro rata percentage distribution of the Face Amount of such Claim. The Distribution Reserve shall be closed and extinguished by the Hartford Liquidating Trustee when all distributions and other dispositions of Cash or other property required to be made therefrom under the Hartford Liquidating Trust have been made. Upon closure of the Distribution Reserve, all Cash and other property held therein shall become part of the general Hartford Trust Assets.

3.7.2. **Distributions After Allowance.** Payments and Distributions on account of a Disputed Claim, to the extent that such Disputed Claim ultimately becomes an Allowed Claim, will be made in accordance with provisions of the Plan that govern the Class in which such Claim is classified. Distributions on account of Disputed Class III Claims shall be made in accordance with the terms of the Hartford Liquidating Trust Agreement. All Distributions made under this Section of the Plan on account of an

Allowed Claim shall be made as if such Claim had been an Allowed Claim on the dates Distributions were previously made to Allowed Claims.

3.8. **Substantive Consolidation.** For the purposes of the Cases and the Plan only, all Assets of and Claims against the Debtors will be deemed to be substantively consolidated. As a result, Claims filed against multiple Debtors seeking recovery of the same debt shall be treated as one Claim against the consolidated Debtors' estates to the extent such Claim is an Allowed Claim. Claims of Debtors against other Debtors will be disregarded for both voting and Distribution purposes.

3.9. **The Hartford Liquidating Trustees' Abandonment, Disposal and/or Destruction of the Records.** Pursuant to section 554 of the Bankruptcy Code, the Hartford Liquidating Trustee shall be authorized to abandon all originals and/or copies of documents and business records upon order of the Bankruptcy Court obtained on motion on twenty days negative notice to the Debtors' Bankruptcy Rule 2002 service list.

3.10. **Executory Contracts and Unexpired Leases.** As stated in Article IV of the Plan, the Debtors believe that all executory contracts and unexpired leases of the Debtors were assumed and assigned, or rejected, during the Cases. Accordingly, Article IV of the Plan is included out of an abundance of caution and (i) provides that all executory contracts and unexpired leases of the Debtors which are not assumed and assigned, or rejected, prior to the Confirmation Date, if any, shall be deemed rejected and (ii) sets forth procedures for asserting and resolving Rejection Claims, if any.

3.11. **Assignments to Delaware Street.**

3.11.1. **Earnouts.** As of the Effective Date, subject to the Settlement Sum, all rights to collect the Earnout shall be assigned to Delaware Street.

3.11.2. **DSC Assigned Causes of Action.** As of the Effective Date, the DSC Assigned Causes of Action shall be assigned to Delaware Street and/or released by the Debtors and the Hartford Liquidating Trust. Upon the Effective Date, Delaware Street shall have exclusive standing to bring the DSC Assigned Causes of Action; provided, however, that if and to the extent that a director or officer of the Debtors files a claim against the Debtors (other than a claim scheduled by the Debtors and not scheduled as disputed, unliquidated or contingent) which, if allowed, would be a beneficiary of the Hartford Liquidating Trust, the Hartford Liquidating Trust may bring an Avoidance Action against such director or officer solely for purposes of offsetting against the amount of such claim, but may not seek affirmative recovery from such director or officer.

3.12. **Debtors' Duties and Rights.**

3.12.1. **Tax Returns.** The Debtors shall be responsive for filing their own tax returns for periods prior to the Effective Date.

3.12.2. **Dissolution of the Debtors.** On later of the Effective Date or the Outside Date, or as soon thereafter as is reasonably practicable, the Debtors shall be authorized to take all actions necessary to effect the dissolution of any of the Debtors as corporate entities without the need for any further action or approval; provided, however, that the entry of the Final Decree in these Cases shall effect such dissolution of all remaining Debtors to the extent permissible under applicable law.

3.12.3. **Administrative Claims and Priority Claims.**

3.12.3.1. **Reconciliation and Allowance.** Before and after the Effective Date, and until the Outside Date, the Debtors shall be responsible for and empowered to review, adjudicate and/or settle any and all Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Priority Wage Claims.

3.12.3.2. **Administrative and Priority Reserve.** On the Effective Date, the Debtors will establish and maintain a reserve of Cash in an amount to be agreed upon by the Debtors and Delaware Street for the payment of Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Priority Wage Claims that are disputed.

3.12.3.3. **Distributions After Allowance.** Payments from the reserve on account of disputed Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Priority Wage Claims, to the extent that such disputed Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Priority Wage Claims ultimately become Allowed Claims, will be made within thirty (30) days after the date when the order or judgment of the Bankruptcy Court allowing all or part of such Administrative Claims, Professional Fee Claims, Priority Tax Claims, and Priority Wage Claims.

3.12.3.4. **Return of Excess Reserve to Delaware Street.** After the adjudication of all Disputed Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Priority Wage Claims and payment of the Allowed amounts thereof, any remaining Cash in the reserve established pursuant to Section 2.15.2 hereof shall become Excess Cash and shall be distributed to Delaware Street pursuant to the Plan.

3.13. **Conditions Precedent to Confirmation and Consummation of the Plan.** Article V of the Plan sets forth the conditions that must occur prior to both Confirmation of the Plan and the occurrence of the Effective Date. Article V also describes the ability of the Debtors, the Creditors' Committee, and Delaware Street to waive such conditions, as well as the

effect of non-occurrence of the conditions to the Effective Date, including the vacation of the Confirmation Order. If the Confirmation Order is vacated pursuant to section 5.3 of the Plan, (i) the Plan shall be null and void in all respects; and (ii) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims by or against, or any Interest in, the Debtors or (b) prejudice in any manner the rights of the Debtors or any other party in interest.

3.14. **Miscellaneous Provisions.** Article VI of the Plan contains several miscellaneous provisions, including: (i) the retention of jurisdiction by the Bankruptcy Court over certain matters following the Confirmation Date; (ii) the payment of statutory fees pursuant to 28 U.S.C. section 1930; (iii) the dissolution of the Creditors' Committee; and (iv) the termination of Kurtzman Carson Consultants LLC in its capacity as claims, noticing and balloting agent.

3.15. **The Professional Fee Claims Bar Date.** Any and all applications for the final allowance of Professional Fee Claims shall be Filed and served upon counsel to the Debtors, counsel to the Creditors' Committee, the United States Trustee, and all Persons on the Debtors' Bankruptcy Rule 2002 service list on or before the Professional Fee Claim Bar Date.

3.16. Final Fee Hearing. A hearing on final allowance of Professional Fee Claims shall be held as soon as practicable after the Professional Fee Claim Bar Date. The Debtors' counsel shall File a notice of the Final Fee Hearing. Such notice shall be posted on the Noticing Agent Website, and served upon counsel for the Creditors' Committee, all Professionals, the United States Trustee and all parties on the Debtors' Bankruptcy Rule 2002 service list. No professional fees in excess of the amounts allocated in the Cash Collateral Order shall be Allowed Professional Fees payable by the Debtors or from the reserves created under the Plan, but all Professional Fee Claims of the professionals for the Creditors' Committee that were not paid from funds allocated to them pursuant to the Cash Collateral Order shall be paid from the Hartford Trust Assets, as provided in the Hartford Liquidating Trust Agreement.

3.17. ADDITIONALLY, PLEASE NOTE THAT SECTIONS 6.13, 6.14, AND 6.15 OF THE PLAN GOVERN THE EXCULPATION AND LIMITATION OF LIABILITY OF CERTAIN PARTIES WITH RESPECT TO THE CASES, INCLUDING RELEASES INVOLVING DELAWARE STREET. PLEASE REVIEW THOSE PROVISIONS CAREFULLY.

4. FEASIBILITY.

4.1. Financial Feasibility Analysis.

4.1.1. **Bankruptcy Code Standard.** The Bankruptcy Code requires that, in order to confirm a plan, the Bankruptcy Court must find that confirmation of such plan is not likely to be followed by the liquidation or the need for further financial reorganization of the debtor(s) unless contemplated by the plan.

4.1.2. **No Need for Further Reorganization of Debtors.** The Plan provides for the liquidation and distribution of all of the Debtors' Assets. Accordingly, the Debtors believe that all Plan obligations will be satisfied without the need for further reorganization of the Debtors.

5. BEST INTERESTS OF CREDITORS AND ALTERNATIVES TO PLAN.

5.1. Chapter 7 Liquidation.

5.1.1. **Plan is in the Best Interests of Creditors.** Notwithstanding acceptance of the Plan by a voting Impaired Class, in order to confirm the Plan, the Bankruptcy Court must determine that the Plan is in the best interests of each Holder of a Claim or Interest in any such Impaired Class which has not voted to accept the Plan. Accordingly, if an Impaired Class does not vote unanimously to accept the Plan, the best interests test requires the Bankruptcy Court to find that the Plan provides to each member of such Impaired Class a recovery on account of the Class member's Claim or Interest that has a value, as of the Effective Date, at least equal to the value of the recovery that each such Class member would receive if the Debtors were liquidated under chapter 7.

The Debtors believe that the Plan satisfies the best interests test, because, among other things, the recoveries expected to be available to Holders of Allowed Claims under the Plan will be greater than the recoveries expected to be available in a chapter 7 liquidation.

In a typical chapter 7 case, a trustee is elected or appointed to liquidate a debtor's assets for distribution to creditors in accordance with the priorities set forth in the Bankruptcy Code. Generally, secured creditors are paid first from the proceeds of sales of the properties securing their liens. If any assets are remaining in the bankruptcy estate after satisfaction of secured creditors' claims from their collateral, administrative expenses are next to receive payment. Unsecured creditors are paid from any remaining sales proceeds, according to their respective priorities. Unsecured creditors with the same priority share in proportion to the amount of their allowed claims in relationship to the total amount of allowed claims held by all unsecured creditors with the same priority. Finally, equity interests are cancelled.

Substantially all of the Debtors' Assets have already been liquidated during the Cases through the sale consummated by the Debtors pursuant to the Sale Order. All of the proceeds of the sale and all of the Debtors other assets, other than Avoidance Actions, constitute collateral of Delaware Street. In light of this, the Proponents believe that the Plan provides the best source of recovery to Holders of Allowed General Unsecured Claims. Because all of the proceeds constitute collateral of Delaware Street and the Debtors' belief that the Settlement Sum would not be made available in a chapter 7 scenario, a chapter 7 would not provide a timely Distribution to Holders of Class III Claims and would likely not provide a Distribution to Holders of such Claims at all because of the lack of unencumbered funds available. The Proponents believe that, absent the Plan, it is not even likely that administrative or priority claims could be paid in full in a Chapter 7 scenario. The fees and expenses that would be incurred during a chapter 7 liquidation, including potential added time and expense incurred by the

Trustee and any retained professionals in familiarizing themselves with the Cases, would only further diminish the likelihood of any recovery by Class III Claims, and reduce the recoveries that might be available to Allowed Administrative and Priority Claims from recoveries from Avoidance Actions, which constitute the only unencumbered assets of the estates. Attached as Exhibit B to this Disclosure Statement is a liquidation analysis performed by the Debtors which substantiates the Debtors' view that the Debtors' Plan provides greater recoveries to creditors than a chapter 7 liquidation.

Accordingly, the Debtors believe that the Plan is in the best interests of Creditors.

5.2 **Alternative Plan(s).** The Debtors do not believe that there are any alternative plans. The Debtors believe that the Plan, as described herein, enables Holders of Claims to realize the greatest possible value under the circumstances, and that, compared to any alternative plan, the Plan has the greatest chance to be confirmed and consummated.

6. RISK FACTORS.

Holders of Claims who are entitled to vote on the Plan should read and carefully consider the following factors, as well as the other information set forth in this Disclosure Statement and the Plan, before deciding whether to vote to accept or reject the Plan.

6.1. Certain Bankruptcy Considerations.

Even if the Impaired Voting Class votes to accept the Plan, the Court may exercise substantial discretion and may choose not to confirm the Plan. Section 1129 of the Bankruptcy Code requires, among other things, that the value of Distributions to dissenting Holders of Claims or Interests may not be less than the value such Holders would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Although the Proponents believe that the Plan will meet such requirement, there can be no assurance that the Court will reach the same conclusion.

6.2. Claims Estimation.

There can be no assurance that the estimated amount of Claims set forth in the Plan is correct, and the actual allowed amounts of Claims may differ from the estimates. The Debtors are in process of reconciling Claims, including tax Claims. Any value given as to the Claims against and the Assets of the Debtors is based upon an estimation of such value.

6.3 Additional Recoveries.

There can be no assurance by the Debtors that any additional liquidation proceeds will be generated from the liquidation of the Hartford Trust Assets for distribution to Holders of Allowed General Unsecured Claims.

7. TAX CONSEQUENCES OF THE PLAN.

THE DEBTORS HAVE NOT REQUESTED A RULING FROM THE IRS OR AN OPINION OF COUNSEL WITH RESPECT TO ANY OF THE TAX ASPECTS OF THE PLAN. THUS, NO ASSURANCE CAN BE GIVEN AS TO THE TAX CONSEQUENCES OF THE PLAN. EACH HOLDER OF A CLAIM OR EQUITY INTEREST IS URGED TO CONSULT ITS OWN TAX ADVISOR FOR THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

NO STATEMENT IN THIS DISCLOSURE STATEMENT SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE. THE DEBTORS AND THEIR PROFESSIONALS DO NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THE TAX CONSEQUENCES THE HOLDER OF A CLAIM MAY INCUR AS A RESULT OF THE TREATMENT AFFORDED ITS CLAIM UNDER THE PLAN AND DO NOT REPRESENT WHETHER THERE COULD BE ADDITIONAL TAX EXPOSURE TO THEMSELVES OR THEIR NON-DEBTOR AFFILIATES AS A RESULT OF THIS PLAN.

8. CONCLUSION.

It is important that you exercise your right to vote on the Plan. It is the Proponents' belief and recommendation that the Plan fairly and equitably provides for the treatment of all Claims against and Interests in the Debtors.

IN WITNESS WHEREOF, the Debtors have executed this Disclosure Statement this 6th day of August, 2012.

Hartford Computer Hardware, Inc.
Hartford Computer Group, Inc.
Hartford Computer Government, Inc.
Old NS, LLC f/k/a Nexicore Services, LLC

By: _____
Name: Steven Nerger
Title: Chief Restructuring Officer

DISCLOSURE STATEMENT EXHIBIT A

[Joint Proposed Plan]

[Filed On July 23, 2012, Docket No. 399]

DISCLOSURE STATEMENT EXHIBIT B

[Liquidation Analysis]

[Filed on July 17, 2012, Docket No. 385]

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re: HARTFORD COMPUTER HARDWARE, INC., et al. Debtor(s)	)))))))	BK No.: 11-49744 (Jointly Administered) Chapter: 11 Honorable Pamela S. Hollis

ORDER (I) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT, (II) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN, (III) FIXING THE BAR DATE FOR PROFESSIONAL FEE CLAIMS, (IV) FIXING THE DATE, TIME AND PLACE FOR CONFIRMATION HEARING, AND (V) ESTABLISHING PROCEDURES FOR REJECTION CLAIMS

Upon the motion (the "Motion"; all capitalized terms used herein shall have the meaning set forth in the Motion, unless otherwise so stated) of the Debtors (the "Debtors") for entry of an order (the "Solicitation Procedures Order") pursuant to sections 1125, 1126, and 105 of the Bankruptcy Code, Bankruptcy Rules 2002, 3003, 3016, 3017, 3018, and 3020 and Local Rules 3016-1 and 3018-1 (a) approving, pursuant to section 1125 of the Bankruptcy Code, the adequacy of the Disclosure Statement for the Plan jointly proposed by the Debtors and the Committee and the form and manner of notice of the Disclosure Statement Hearing; (b) establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan; (c) fixing the Professional Fee Claim Bar Date; (d) fixing the date, time, and place for the Confirmation Hearing; and (e) establishing procedures for Rejection Claims; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having filed the Plan together with the Disclosure Statement relating thereto, on June 13, 2012, and this Court having scheduled the date, time, and place for Disclosure Statement Hearing, and it appearing that proper and adequate notice of the Disclosure Statement Hearing has been given to all parties in interest in accordance with the Motion; and the Disclosure Statement Hearing having been held on July 24, 2012 and on August 7, 2012; and all parties in interest having been given an opportunity to be heard at the Disclosure Statement Hearing, and all objections to the Motion having been overruled or otherwise disposed of:

NOW, THEREFORE, the Court hereby finds as follows:

A. The Disclosure Statement complies with due process, the requirements of the Bankruptcy Code and the Bankruptcy Rules and contains "adequate information" as such term is defined in Section 1125 of the Bankruptcy Code;

B. Proper and adequate notice of the Disclosure Statement Hearing and the time fixed for filing objections to the Disclosure Statement was given to all parties in interest, and such notice complies with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules;

C. The Solicitation Procedures proposed in the Motion are reasonable, provide a fair and equitable voting process, and are consistent with section 1126 of the Bankruptcy Code and Bankruptcy Rule 3018;

D. The procedures for transmitting the Disclosure Statement, the Plan, the Ballots and the voting instructions are fair, reasonable and adequate and comply with the requirements of Bankruptcy Rule 3017; and

E. Such other relief requested in the Motion and granted herein is warranted under the circumstances and is in the best interests of the Debtors' estates and their creditors.

ACCORDINGLY, after due deliberation, and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is GRANTED as set forth herein.

Approval of the Disclosure Statement

2. The Disclosure Statement is APPROVED.

3. The Debtors are authorized to (a) make non-material changes to the Disclosure Statement and related documents (including, without limitation, the exhibits thereto) and (b) revise the Disclosure Statement and related documents (including, without limitation, the exhibits thereto) to add further disclosure concerning events occurring at or after the Disclosure Statement Hearing, prior to distributing it to each entity that is required to receive the Disclosure Statement, and without further order of this Court; provided that the Debtors shall file copies with the Court of any changed pages blacklined to show changes from the prior version.

The Balloting Agent

4. Kurtzman Carson Consultants LLC, as the Balloting Agent, is hereby authorized to inspect, monitor, and supervise the solicitation process, to serve as the tabulator of the Ballots, to certify to the Court the results of the Balloting, and to serve and distribute other notices and materials in connection with the Plan and Disclosure Statement.

Fixing the Record Date

5. Pursuant to Bankruptcy Rule 3017 and 3018(a), Voting Record Date for purposes of determining which holders of claims are entitled to vote on the Plan and are entitled to receive the Solicitation Materials shall be 5:00 p.m. prevailing Pacific time on the date this Order is entered.

Procedures For Solicitation

6. The voting instructions and the forms of Ballots substantially in the form attached as Exhibits 4-1 and 4-2 to the Motion, are hereby approved.

7. The Impaired Non-Voting Notice, substantially in the form attached as Exhibit 6 to the Motion, is approved.

8. The Solicitation Materials shall include:

(i) copies of the Solicitation Procedures Order, the Disclosure Statement with all exhibits, including

the Plan, and any other current supplements or amendments to those documents; and

(ii) The Confirmation Hearing Notice substantially in the form attached as Exhibit 5 to the Motion that states, among other things, the time fixed by the Bankruptcy Court for: (a) returning Ballots reflecting acceptances and rejections of the Plan; (b) the Confirmation Hearing; and (c) filing objections to confirmation of the Plan.

9. The Debtors, through the Balloting Agent, are directed to transmit by first-class mail copies of the (i) Solicitation Materials; (ii) the appropriate Ballots and applicable voting instructions; (iii) any letters in support of the Plan from the Debtors and/or the Creditors' Committee; and (iv) a pre-addressed, postage pre-paid return envelope to holders of claims in Class 1 (Secured Claims – Delaware Street) and Class 3 (General Unsecured Claims).

10. To the extent the Debtors will not already distribute the Solicitation Materials to the following parties pursuant to this Order, the Debtors, through the Balloting Agent, are directed to transmit by first-class mail a copy of the Solicitation Materials to (i) counsel for the Creditors' Committee; (ii) the United States Trustee; (iii) the Securities and Exchange Commission; and (iv) those persons and entities that have formally requested notice pursuant to Bankruptcy Rule 2002.

11. The Debtors are not required to transmit copies of the Disclosure Statement and Plan to holders of claims in Class 2 (Subordinated Secured Claims) and Class 4 (Equity Interests). Rather, the Debtors, through the Balloting Agent, are directed to transmit by first-class mail to holders of claims in Class 2 (Subordinated Secured Claims) and Class 4 (Equity Interests) the Impaired Non-Voting Notice, substantially in the form attached as Exhibit 6 to the Motion, and the Confirmation Hearing Notice.

12. The Debtors and the Balloting Agent are not required to mail the Solicitation Materials and other notices described herein to those persons or entities to whom the Debtors or the Balloting Agent mailed a notice of the Disclosure Statement Hearing that was returned by the United States Postal Service as undeliverable with no forwarding address. Any failure to mail the Solicitation Materials or other notices described herein to such persons or entities will not constitute inadequate notice of the Confirmation Hearing or Voting Deadline, or a violation of Bankruptcy Rule 3017(d).

Voting Deadline & Procedures

13. All Ballots accepting or rejecting the Plan must actually be received by the Balloting Agent by 5:00 p.m., prevailing Pacific Time, on September 12, 2012 (the "Voting Deadline").

14. For votes to be counted, all holders of claims entitled to vote on the Plan shall properly complete, execute and return their Ballots by (i) first class mail, (ii) overnight courier, or (iii) hand delivery so that they are actually received by the Balloting Agent on or before the Voting Deadline. The method of delivery of Ballots to be sent from each holder of a claim to the Balloting Agent is at the election and risk of each holder and will be deemed made only when the original executed Ballot is actually received by the Balloting Agent. The Debtors are entitled to extend the Voting Deadline as facts and circumstances require.

15. Votes Counted. Any Ballot timely received that contains sufficient information to permit the identification of the claimant and is cast as an acceptance or rejection of the Plan will be counted and will be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan. The foregoing general procedures will be subject to the following exceptions:

i. If no proof of claim is filed then the vote amount shall be the noncontingent, liquidated, undisputed amount as set forth in the Debtors' filed Schedules;

ii. If a Claim is listed in the Schedules as contingent, unliquidated, or disputed and a proof of claim was not (i) filed by the Bar Date or (ii) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes (and for purposes of allowance and distribution under the Plan, unless otherwise ordered by this Court in accordance with the Bar Date Order);

iii. If a Claim is deemed Allowed in accordance with the Plan, such Claim is Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;

iv. If a Claim for which a proof of claim has been timely filed is marked as contingent, unliquidated, or disputed, such Claim shall be temporarily Allowed for voting purposes only, and not for purposes of allowance or distribution, at $1.00;

v. If a Claim has been estimated or otherwise Allowed for voting purposes by order of the Court, such Claim is temporarily Allowed in the amount so estimated or Allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;

vi. Notwithstanding anything to the contrary contained herein, a creditor who has filed or purchased (a) duplicate claims or (b) claims against one or more of the Debtors arising from the same transaction, shall be provided with only one set of Solicitation Materials and one Ballot and be permitted to vote only a single claim, regardless of whether the Debtors have objected to such duplicate claims; and

vii. If the Debtors have served and filed an objection to a Claim no later than August 14, 2012, such Claim shall be temporarily disallowed to the extent and in the manner as may be set forth in the objection for voting purposes only (and not for the purposes of the allowance or distribution, unless otherwise ordered by the Court prior to the Voting Deadline).

16. Votes Not Counted. The following ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

i. Any Ballot received after the Voting Deadline (unless the Debtors shall have granted an extension in writing of the Voting Deadline with respect to such ballot);

ii. Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;

iii. Any Ballot cast in a manner that neither indicates an acceptance nor rejection of the Plan or that indicates both an acceptance and rejection of the Plan;

iv. Any Ballot submitted by facsimile or electronic transmission;

v. Any unsigned Ballot or Ballot not bearing an original signature;

vi. Any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan; or

vii. Any Ballot cast for a claim scheduled as unliquidated, contingent, or disputed and for which (a) no proof of claim was timely filed and (b) no Rule 3018(a) Motion was filed by September 5, 2012.

17. Rule 3018(a) Motions. No later than September 5, 2012, all Rule 3018(a) Motions requesting temporary allowance of a movant's claim for purposes of voting pursuant to Bankruptcy Rule 3018(a) must be filed with the Clerk of the Court and served on the Notice Parties in the manner set forth below so as to be received not later than 5:00 p.m. (prevailing Central Time) on September 5, 2012.

18. Any party timely filing and serving a Rule 3018(a) Motion shall be provided a ballot no later than September 7, 2012 and be permitted to cast a provisional vote to accept or reject the Plan. In the event that the Debtors and such party are unable to resolve any issues raised by the Rule 3018(a) Motion prior to the Voting Deadline, (i) the Debtors may object to the Rule 3018(a) Motion at the Confirmation Hearing (without filing a written objection), (ii) the Balloting Agent shall inform the Court at the Confirmation Hearing whether including the relevant provisional Ballot would affect the outcome of the voting to accept or reject the respective Plan in the relevant class in which the provisional Ballot was cast, and (iii) the Court then shall determine whether the provisional Ballot should be counted as a vote on the Plan.

19. Changing Votes. Whenever two or more ballots are cast voting the same claim prior to the Voting Deadline, the last dated, validly executed, ballot received prior to the Voting Deadline will be deemed to reflect the voter's intent and thus to supersede any prior ballots, provided, however, that where an ambiguity exists as to which ballot was the latest mailed, the Balloting Agent may contact the creditor and calculate the vote according to such voter's stated intent. This procedure is without prejudice to the Debtors' right to object to the validity of the second ballot on any basis permitted by law and, if the objection is sustained, to count the first ballot for all purposes.

20. No Vote Splitting; Effect. Claim splitting is not permitted and creditors who vote must vote all of their claims within a particular class to either accept or reject the Plan.

21. Presumption If No Votes Cast In A Class Entitled to Vote on the Plan. If there are no votes cast in a particular Class that is entitled to vote on the Plan, then the Plan will be deemed accepted by such Class.

Duties of Balloting Agent

22. The Balloting Agent may assist the Debtors in, among other things, mailing the Solicitation Materials, receiving, tabulating, and reporting on ballots cast for or against the Plan by holders of claims against the Debtors, certifying to the Court the results of the balloting, and responding to inquiries from creditors relating to the Plan, the Disclosure Statement, the ballots, and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, soliciting votes on the Plan, if necessary, contacting creditors regarding the Plan, and mailing Confirmation Notices to non-voting parties entitled to notice.

21. Prior to the Confirmation Hearing, pursuant to Local Rule 3018-1, the Debtors, with the assistance of the Balloting Agent, shall tally all Ballots and prepare a report of balloting which at a minimum shall include:

i. a description of each class and whether or not it is impaired (for example, "Class I, unsecured creditors, impaired");

ii. for each impaired class, the number of Ballots received, the number of Ballots voting to accept and their aggregate dollar amount, and the number of ballots voting to reject and their aggregate dollar amount;

iii. a concluding paragraph indicating whether the Plan has received sufficient acceptance to be confirmed;

iv. a completed Ballot report form substantially similar to the one posted on the court's web site;

v. appended to the completed Ballot report form, copies of all Ballots not counted for any reason and a statement as to why the same were not counted; and

vi. certification that all Ballots were counted for the classes for which those Ballots were filed except for Ballots appended to the report.

22. At least three days before the Confirmation Hearing, the Debtors' counsel shall (i) file the report of balloting on the Plan with the clerk and (ii) serve notice of such filing together with a copy of the report on the United States Trustee, all parties on the service list, and all parties who have filed objections to confirmation of the Plan. Debtors' counsel shall also file proof of such service and a copy of the notice and report shall be filed with the Court prior to the Confirmation Hearing.

Scheduling the Confirmation Hearing

23. The Confirmation Hearing shall be held before Honorable Pamela S. Hollis, Bankruptcy Judge, in Courtroom 644, Dirksen Federal Courthouse, 219 South Dearborn Street, Chicago, Illinois on September 25, 2012 at 11:00 a.m., or such later date as may be scheduled for the hearing by this Court.

24. The Confirmation Hearing may be continued from time to time by announcement of such continuance in open court without further notice to creditors or other parties-in-interest.
Procedures for Notice of the Confirmation Hearing and Filing Objections to Confirmation of the Plan

25. The Debtors shall provide to all parties that receive the Solicitation Materials, a copy of the Confirmation Hearing Notice setting forth, among other things, the time fixed by the Bankruptcy Court for: (a) returning Ballots reflecting acceptances and rejections of the Plan; (b) the Confirmation Hearing; and (c) filing objections to confirmation of the Plan.

26. The Debtors shall provide the Confirmation Hearing Notice to holders of Claims in Class 2 (Subordinated Secured Claims) and Class 4 (Equity Interests) with the Impaired Non-Voting Notice.

27. To the extent the Debtors will not already distribute the Confirmation Hearing Notice to the following parties as set forth in the Motion, the Debtors shall to distribute the Confirmation Hearing Notice to: (i) all parties having filed proofs of claims, or notices of transfers of claims, in the Debtors' Cases prior to the Voting Record Date; (ii) holders of claims listed in the Schedules including those listed as contingent, unliquidated, or disputed; (iii) holders of claims that were paid pursuant to, or expunged by, a prior order of the Court; (iv) all counter-parties to the Debtors' unexpired leases and executory contracts that have not yet been assumed or rejected; and (v) any other known holders of claims against or equity interests in the Debtors as of the Record Date.

28. The Debtors shall publish notice of the Confirmation Hearing ("Publication Notice"), substantially in the form of Exhibit 7 attached to the Motion, once in each national edition of the Chicago Tribune and the Los Angeles Times no later than 28 days prior to the deadline to file objections to confirmation of the Plan.

29. The Publication Notice in the form of Exhibit 7 and the proposed procedure for publishing such notice is reasonable, adequate, and sufficient and that no further notice is necessary with respect to any holder of a claim of which the Debtors do not have actual notice as of the date of entry of the Solicitation Procedures Order.

30. The Confirmation Objection Deadline is 5:00 p.m. (prevailing Central Time) on September 12, 2012.
The Court will only consider timely filed written objections and all objections not timely filed and served in accordance with the provisions of this Order shall be deemed overruled.

31. Objections, if any (including any supporting memoranda) to confirmation of the Plan (i) shall be in writing, (ii) shall comply with the Bankruptcy Code, Bankruptcy Rules and any Local Rules or orders of this Court, (iii) shall set forth the name and contact information of the objector and the nature and amount of any claim or interest asserted by the objector against the estates or property of the Debtors, (iv) shall state with particularity the legal and factual basis for such objection, and (v) shall be filed with this Court, together with proof of service thereof, and served upon the following persons (the "Notice Parties") so as to be received no later than the Confirmation Objection Deadline:

Counsel for the Debtors
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693
Attn: John Sieger

Office of the U.S. Trustee
219 S. Dearborn St.
Room 873
Chicago, Illinois, 60604
Attn: Denise DeLaurent

Counsel for the Official Creditors' Committee of Unsecured Creditors
Levenfeld Pearlstein, LLC
2 N. LaSalle Street
Suite 1300
Chicago, Illinois 60602
Attn: Steven Jakubowski

32. The Debtors shall be permitted to file a reply to any filed objections two days prior to the Confirmation Hearing.

The Professional Fee Claim Bar Date

33. Any and all applications for the final allowance of Professional Fee Claims shall be filed and served upon counsel to the Debtors, counsel to the Creditors' Committee, the United States Trustee, and

all persons on the Debtors' Bankruptcy Rule 2002 service list on or before thirty (30) days after the Effective Date of the Plan (the "Professional Fee Claim Bar Date").

34. A Final Fee Hearing will be held as soon as practicable after the Professional Fee Claim Bar Date. The Debtors' counsel shall file a notice of the Final Fee Hearing with the Court. Such notice shall be posted on the Noticing Agent Website, and served upon counsel for the Creditors' Committee, all Professionals, the United States Trustee and all parties on the Debtors' Bankruptcy Rule 2002 service list.

Procedures with Respect to Executory Contracts and Unexpired Leases

35. Any creditor asserting a claim for monetary damages as a result of the rejection of an executory contract or unexpired lease pursuant to the Confirmation Order shall file a proof of claim substantially in the form of Official Form 10 with the Clerk of the Bankruptcy Court ("Rejection Claim"), and serve it upon the Hartford Liquidating Trustee's counsel by overnight mail within fourteen (14) days following the Confirmation Date.

36. If a Rejection Claim is not timely filed, such Claim, if any, shall be forever disallowed and barred. If one or more Rejection Claims are filed, the Hartford Liquidating Trustee may file one or more objections to any Rejection Claims before the Claims Objection Deadline and serve such objection(s) upon the claimant and the claimant's counsel, if any. If a Rejection Claim becomes allowed, in full or in part, such Claim shall be a Class III Claim to the extent such claim becomes allowed.

37. This Court shall retain jurisdiction over all matters related to or arising from the Motion or the interpretation or implementation of this Order.

Enter:

United States Bankruptcy Judge

Dated: 8-8-12

Prepared by:

John P. Sieger (ARDC No. 6240033)
Peter A. 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

Counsel to the Debtors and Debtors in Possession

TAB 4

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

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 TONI VANDERLAAN
STATEMENT OF ACCOUNTS
(sworn October 11, 2012)

I, Toni Vanderlaan, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Managing Director with FTI Consulting Canada Inc., the Information Officer in these proceedings with responsibility for the matters to which I hereinafter depose and as such have knowledge of these matters.

2. The Information Officer has rendered six accounts during the course of its appointment which commenced in December 2011. Attached as Exhibit "A" to this my affidavit are true copies of such accounts. The total of the Information Officer's fees and expenses rendered to date are $37,874.00 and $11,877.24 respectively.

3. I anticipate that accrued and unbilled time and expenses to the date hereof, together with the Information Officer's fees and expenses incurred in preparing and attending this motion will not exceed $6,000.00.

4. This Affidavit is made in connection with a motion to terminate this proceeding.

SWORN BEFORE ME at the City of Toronto on October 11, 2012.

Commissioner for Taking Affidavits

TONI VANDERLAAN

Daniel Robert Pearlman, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 23, 2013.

EXHIBIT "A"

See attached

This is Exhibit 4 *referred to in the affidavit of* [illegible] *sworn before me, this* 11 *day of* October *20* 10

A COMMISSIONER FOR TAKING AFFIDAVITS

FTI CONSULTING

Invoice Remittance

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

July 31, 2012
FTI Invoice No. 29000333
FTI Job No. 430167.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 31, 2012

	CAD ($)
Professional Services	$420.00
Expenses	$22,205.68
Total Amount Due this Period	$22,625.68
Previous Balance Due	$0.00
Total Amount Due	**$22,625.68**

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715

FTI CONSULTING

Invoice Summary

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

July 31, 2012
FTI Invoice No. 29000333
FTI Job No. 430167.0001
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 31, 2012

Name	Title	Rate	Hours	Total
Toni Vanderlaan	Managing Director	$700.00	0.6	$420.00
Total Hours and Fees			**0.6**	**$420.00**
Admin				$25.20
Legal Counsel Fees				$22,180.48
Total Expenses				**$22,205.68**
Invoice Total for Current Period				**$22,625.68**

Invoice Remittance

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

April 30, 2012
FTI Invoice No. 29000240
FTI Job No. 430167.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through April 30, 2012

	CAD ($)
Professional Services	$5,376.00
Expenses	$322.56
Total Amount Due this Period	$5,698.56
Previous Balance Due	$3,665.48
Total Amount Due	**$9,364.04**

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715

Invoice Summary

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

April 30, 2012
FTI Invoice No. 29000240
FTI Job No. 430167.0001
Terms Payment on Presentation

Current Invoice Period: Charges Posted through April 30, 2012

Name	Title	Rate	Hours	Total
Toni Vanderlaan	Managing Director	$700.00	7.2	$5,040.00
Gary W. Crawford	Manager, Applications and Development	$280.00	1.2	$336.00
Total Hours and Fees			**8.4**	**$5,376.00**
Admin				$322.56
Total Expenses				**$322.56**
Invoice Total for Current Period				**$5,698.56**

Invoice Remittance

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

March 31, 2012
FTI Invoice No. 29000215
FTI Job No. 430167.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 31, 2012

	CAD ($)
Professional Services	$3,458.00
Expenses	$207.48
Total Amount Due this Period	$3,665.48
Previous Balance Due	$0.00
Total Amount Due	**$3,665.48**

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715

Invoice Summary

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

March 31, 2012
FTI Invoice No. 29000215
FTI Job No. 430167.0001
Terms Payment on Presentation

Current Invoice Period: Charges Posted through March 31, 2012

Name	Title	Rate	Hours	Total
Toni Vanderlaan	Managing Director	$700.00	4.7	$3,290.00
Gary W. Crawford	Manager, Applications and Development	$280.00	0.6	$168.00
Total Hours and Fees			**5.3**	**$3,458.00**
Admin				$207.48
Total Expenses				**$207.48**
Invoice Total for Current Period				**$3,665.48**

Invoice Remittance

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

February 29, 2012
FTI Invoice No. 29000188
FTI Job No. 430167.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through February 29, 2012

	CAD ($)
Professional Services	$3,528.00
Expenses	$211.68
Total Amount Due this Period	$3,739.68
Previous Balance Due	$36,202.32
Total Amount Due	**$39,942.00**

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715

Invoice Summary

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

February 29, 2012
FTI Invoice No. 29000188
FTI Job No. 430167.0001
Terms Payment on Presentation

Current Invoice Period: Charges Posted through February 29, 2012

Name	Title	Rate	Hours	Total
Toni Vanderlaan	Managing Director	$700.00	4.8	$3,360.00
Gary W. Crawford	Manager, Applications and Development	$280.00	0.6	$168.00
Total Hours and Fees			**5.4**	**$3,528.00**
Admin				$211.68
Total Expenses				**$211.68**
Invoice Total for Current Period				**$3,739.68**

Critical thinking in the critical hour

Invoice Remittance

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

January 31, 2012
FTI Invoice No. 29000166
FTI Job No. 430167.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through January 31, 2012

	CAD ($)
Professional Services	$10,192.00
Expenses	$10,216.32
Total Amount Due this Period	$20,408.32
Previous Balance Due	$15,794.00
Total Amount Due	**$36,202.32**

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715

Invoice Summary

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

January 31, 2012
FTI Invoice No. 29000166
FTI Job No. 430167.0001
Terms Payment on Presentation

Current Invoice Period: Charges Posted through January 31, 2012

Name	Title	Rate	Hours	Total
Toni Vanderlaan	Managing Director	$700.00	13.0	$9,100.00
Gary W. Crawford	Manager, Applications and Development	$280.00	3.9	$1,092.00
Total Hours and Fees			**16.9**	**$10,192.00**
Admin				$611.52
Other/Miscellaneous				$9,604.80
Total Expenses				**$10,216.32**
Invoice Total for Current Period				**$20,408.32**

Invoice Remittance

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

December 31, 2011
FTI Invoice No. 29000148
FTI Job No. 430167.0001
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 31, 2011

	CAD ($)
Professional Services	$14,900.00
Expenses	$894.00
Total Amount Due this Period	$15,794.00
Previous Balance Due	$0.00
Total Amount Due	**$15,794.00**

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715

Invoice Summary

Mr. Brian N. Mittman
Hartford Computer Group Inc.
3949 Heritage Oak Court
Simi Valley, CA 93063

December 31, 2011
FTI Invoice No. 29000148
FTI Job No. 430167.0001
Terms Payment on Presentation

Current Invoice Period: Charges Posted through December 31, 2011

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	$830.00	1.0	$830.00
Toni Vanderlaan	Managing Director	$700.00	20.1	$14,070.00
Total Hours and Fees			**21.1**	**$14,900.00**
Admin				$894.00
Total Expenses				**$894.00**
Invoice Total for Current Period				**$15,794.00**

EXHIBIT "B"

Name	Rate (Per Hour)	Number of hours worked	Total Dollar Amount Billed
Greg Watson	830.00	1.00	830.00
Toni Vanderlaan	700.00	50.40	35,280.00
Gary W. Crawford	280.00	6.30	1,764.00
TOTAL		57.70	$37,874.00

This is Exhibit B referred to in the affidavit of Toni Vanderlaan sworn before me, this 11 day of October 20 12

A COMMISSIONER FOR TAKING AFFIDAVITS

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

Court File No: CV-11-9535-00CL

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")

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

AFFIDAVIT OF TONI VANDERLAAN
STATEMENT OF ACCOUNTS
(sworn October 11, 2012)

Norton Rose Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Mario Forte LSUC#: 27293F
Tel: +1 416.216.4870
Fax: +1 416.216.3930

Lawyers for the Information Officer, FTI Consulting Canada Inc.

TAB 5

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

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 MARIO FORTE
(sworn October 9, 2012)

I, Mario Forte, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the partner at Norton Rose Canada LLP ("Norton Rose") with responsibility for the matters to which I hereinafter depose and as such have knowledge of these matters.

2. Norton Rose has been engaged as counsel to FTI Consulting Canada Inc. in its capacity as Information Officer in these proceedings.

3. I hereby confirm that true copies of the accounts of Norton Rose from January 19, 2012 to May 15, 2012 are attached as Exhibit "A" to this my affidavit and that these accounts accurately reflect the services provided by Norton Rose in these matters to that date and the fees and disbursements claimed by it.

4. Additionally, attached hereto as Exhibit "B" is a summary of additional information with respect to our accounts, indicating all members of Norton Rose who have worked on these matters, their year of call to the Bar (where applicable), their rates, and the aggregate blended rate of all of the professionals who have worked on

this matter, and I hereby confirm that the list represents an accurate account of such information.

5. The legal costs and expenses incurred in respect of these matters were properly incurred and I believe that such legal costs and expenses are fair and reasonable considering the circumstances of this matter.

SWORN BEFORE ME at the City of Toronto on October 11, 2012.	
Commissioner for Taking Affidavits	MARIO FORTE

EXHIBIT "A"

See attached

This is Exhibit A *referred to in the affidavit of* MARIO FORTE *sworn before me, this* 11TH *day of* October *20* 12

A COMMISSIONER FOR TAKING AFFIDAVITS

DOCSTOR: 2532380\1

INVOICE

Invoice Number: 1167532
Date: May 15, 2012

Client: FTI CONSULTING INC.
RE: Hartford Computers
Matter No.: 01020497-0002

NORTON ROSE

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

T: +1 416.216.4000
F: +1 416.216.3930
toronto@nortonrose.com
nortonrose.com

On January 1, 2012, Macleod Dixon joined Norton Rose OR to create Norton Rose Canada.

FTI CONSULTING INC.
TD Waterhouse Tower
Suite 2010
79 Wellington Street
Toronto, Ontario M5K 1G8

GST: R111340006

Attention: Toni Vanderlaan

For professional services rendered and disbursements incurred for the period ending April 30, 2012.	
FEES	$3,960.00
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
NET	$3,960.00
HST	514.80
TOTAL FOR THIS INVOICE	$4,474.80

COPY

Payable upon receipt

Banking Information for wire transfer
RBC Financial Group, Main Branch, Royal Bank Plaza
Toronto, Ontario, CANADA
Bank 003, Transit 00002, Acc No. 106-030-0
Swift Code # ROYCCAT2
Include invoice number on transfer order

NORTON ROSE

FTI CONSULTING INC. 01020497-0002

RE: Hartford Computers

FEE DETAIL

Date	Timekeeper	Description
12/4/12	Adrienne Glen	Reviewing and commenting on information officer report.
16/4/12	Adrienne Glen	Reviewing revised drafts of information officer report and drafting riders to report re: newspaper publication.
17/4/12	Adrienne Glen	Reviewed debtor's comments on the information officer report and commented on same.
20/4/12	Vasuda Sinha	Reviewing motion materials for April 23 recognition hearing.
22/4/12	Adrienne Glen	Discussion and correspondence with V. Sinha re: Hartford motion.
22/4/12	Vasuda Sinha	Reviewing materials for April 23 recognition hearing; reviewing information officer's reports; preparing for motion.
23/4/12	Vasuda Sinha	Preparing for, attendance at and follow-up from motion for recognition orders.
		TOTAL FEES **$3,960.00**

INVOICE: 1167532

Client#/Name: 01020497 FTI CONSULTING INC.
Matter#/Name: 01020497-0002 Hartford Computers
Matter Name: 01020497-0002

TIMEKEEPER'S RECAP

LOCATION	TKPR NAME	FILE'S HOURS	FILE'S RATE	FILE'S AMOUNT	NATIONAL RATE	NATIONAL AMOUNT	BILL THESE FIXED AMOUNTS	LAST TIMECARD DATE
Toronto	A. Glen	3.60	350.00	1,260.00	350.00	1,260.00		02/05/12
Toronto	V. Sinha	7.20	375.00	2,700.00	375.00	2,700.00		30/04/12
Total Toronto		10.80		3,960.00		3,960.00		
Total		10.80	366.67	3,960.00	366.67	3,960.00		

COSTS RECAP

TAXABLE DISBURSEMENT CODE	DESCRIPTION	AMOUNT	BILL THESE FIXED AMOUNTS
	Total Taxable	.00	

NON-TAXABLE DISBURSEMENT CODE	DESCRIPTION	AMOUNT	BILL THESE FIXED AMOUNTS
	Total Non-taxable	.00	
	Grand Total	.00	

ADMINISTRATIVE FEES

TAX RECAP

DESCRIPTION	RATE	TOTAL TAX	TAXABLE FEES	TAXABLE ADMIN FEES	TAX ON FEES/ ADMIN FEES	TAXABLE COST	TAX ON COST
HST	13.00%	514.80	3960.00	.00	514.80	.00	.00

INVOICE

Invoice Number: 1159793
Date: April 13, 2012

Client: FTI CONSULTING INC.
RE: Hartford Computers
Matter No.: 01020497-0002

NORTON ROSE

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

T: +1 416.216.4000
F: +1 416.216.3930
toronto@nortonrose.com
nortonrose.com

On January 1, 2012, Macleod Dixon joined Norton Rose OR to create Norton Rose Canada.

FTI CONSULTING INC.
TD Waterhouse Tower
Suite 2010
79 Wellington Street
Toronto, Ontario M5K 1G8

GST: R111340006

Attention: Toni Vanderlaan

For professional services rendered and disbursements incurred for the period ending March 31, 2012.	
FEES	$1,820.00
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
NET	$1,820.00
HST	236.60
TOTAL FOR THIS INVOICE	$2,056.60

COPY

Payable upon receipt

Banking information for wire transfer
RBC Financial Group, Main Branch, Royal Bank Plaza
Toronto Ontario, CANADA
Bank 003, Transit 00002, Acc. No. 106-030-0
Swift Code # ROYCCAT2
Include invoice number on transfer order

NORTON ROSE

FTI CONSULTING INC.

01020497-0002

RE: Hartford Computers

FEE DETAIL

Date	Timekeeper	Description	
1/3/12	Adrienne Glen	Reviewed report.	
2/3/12	Adrienne Glen	Reviewed revised draft of report.	
8/3/12	Adrienne Glen	Preparation for sale approval motion.	
9/3/12	Adrienne Glen	Preparation for and attendance at sale approval motion.	
		TOTAL FEES	**$1,820.00**

INVOICE 1159793

Client#/Name: 01020497 FTI CONSULTING INC.
Matter#/Name: 01020497-0002 Hartford Computers
Matter Name: 01020497-0002

TIMEKEEPER'S RECAP

LOCATION	TKPR NAME	FILE'S HOURS	FILE'S RATE	FILE'S AMOUNT	NATIONAL RATE	NATIONAL AMOUNT	BILL THESE FIXED AMOUNTS	LAST TIMECARD DATE
Toronto	A. Glen	5.20	350.00	1,820.00	350.00	1,820.00		30/03/12
Total Toronto		5.20		1,820.00		1,820.00		
Total		5.20	350.00	1,820.00	350.00	1,820.00		

COSTS RECAP

TAXABLE DISBURSEMENT CODE	DESCRIPTION	AMOUNT	BILL THESE FIXED AMOUNTS
	Total Taxable	.00	

NON-TAXABLE DISBURSEMENT CODE	DESCRIPTION	AMOUNT	BILL THESE FIXED AMOUNTS
	Total Non-taxable	.00	
	Grand Total	.00	

ADMINISTRATIVE FEES

TAX RECAP

DESCRIPTION	RATE	TOTAL TAX	TAXABLE FEES	TAXABLE ADMIN FEES	TAX ON FEES/ ADMIN FEES	TAXABLE COST	TAX ON COST
HST	13.00%	236.60	1820.00	.00	236.60	.00	.00

INVOICE

Invoice Number: 1153541
Date: March 16, 2012

Client: FTI CONSULTING INC.
RE: Hartford Computers
Matter No.: 01020497-0002

NORTON ROSE

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

T: +1 416.216.4000
F: +1 416.216.3930
toronto@nortonrose.com
nortonrose.com

On January 1, 2012, Macleod Dixon joined Norton Rose OR to create Norton Rose Canada.

FTI CONSULTING INC.
TD Waterhouse Tower
Suite 2010
79 Wellington Street
Toronto, Ontario M5K 1G8

GST: R111340006

Attention: Toni Vanderlaan

For professional services rendered and disbursements incurred for the period ending February 29, 2012.	
FEES	$1,330.00
DISBURSEMENTS (Taxable)	71.30
DISBURSEMENTS (Non Taxable)	0.00
NET	$1,401.30
HST	182.17
TOTAL FOR THIS INVOICE	$1,583.47

COPY

Payable upon receipt

Banking information for wire transfer
RBC Financial Group, Main Branch, Royal Bank Plaza
Toronto, Ontario, CANADA
Bank 003, Transit 00002, Acc. No. 1 06-030-0
Swift Code # ROYCCAT2
Include invoice number on transfer order

NORTON ROSE

FTI CONSULTING INC. 01020497-0002

RE: **Hartford Computers**

FEE DETAIL

Date	Timekeeper	Description	
1/2/12	Adrienne Glen	Attendance at and preparation for motion before Court.	
		TOTAL FEES	**$1,330.00**

DISBURSEMENTS - TAXABLE

Courier service	71.30
	$71.30

INVOICE: 1153541

Client#/Name: 01020497 FTI CONSULTING INC.
Matter#/Name: 01020497-0002 Hartford Computers
Matter Name: 01020497-0002

TIMEKEEPER'S RECAP

LOCATION	TKPR NAME	FILE'S HOURS	FILE'S RATE	FILE'S AMOUNT	NATIONAL RATE	NATIONAL AMOUNT	BILL THESE FIXED AMOUNTS	LAST TIMECARD DATE
Toronto	A. Glen	3.80	350.00	1,330.00	350.00	1,330.00		29/02/12
Total Toronto		3.80		1,330.00		1,330.00		
Total		3.80	350.00	1,330.00	350.00	1,330.00		

COSTS RECAP

TAXABLE DISBURSEMENT CODE	DESCRIPTION	AMOUNT	BILL THESE FIXED AMOUNTS
1007	Service de courrier/Courier service	71.30	
	Total Taxable	71.30	

NON-TAXABLE DISBURSEMENT CODE	DESCRIPTION	AMOUNT	BILL THESE FIXED AMOUNTS
	Total Non-taxable	.00	
	Grand Total	71.30	

ADMINISTRATIVE FEES

TAX RECAP

DESCRIPTION	RATE	TOTAL TAX	TAXABLE FEES	TAXABLE ADMIN FEES	TAX ON FEES/ ADMIN FEES	TAXABLE COST	TAX ON COST
HST	13.00%	182.17	1330.00	.00	172.90	71.30	9.27

INVOICE

Invoice Number: 1145229
Date: February 10, 2012

Client: FTI CONSULTING INC.
RE: Hartford Computers
Matter No.: 01020497-0002

NORTON ROSE

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

T: +1 416.216.4000
F: +1 416.216.3930
toronto@nortonrose.com
nortonrose.com

On January 1, 2012, Macleod Dixon joined Norton Rose OR to create Norton Rose Canada.

FTI CONSULTING INC.
TD Waterhouse Tower
Suite 2010
79 Wellington Street
Toronto, Ontario M5K 1G8

GST: R111340006

Attention: Toni Vanderlaan

For professional services rendered and disbursements incurred for the period ending January 31, 2012.	
FEES	$5,223.00
DISBURSEMENTS (Taxable)	0.00
DISBURSEMENTS (Non Taxable)	0.00
NET	$5,223.00
HST	678.99
TOTAL FOR THIS INVOICE	$5,901.99

COPY

Payable upon receipt

Banking information for wire transfer
RBC Financial Group, Main Branch, Royal Bank Plaza
Toronto, Ontario, CANADA
Bank 003, Transit 00002, Acc. No 106-030-0
Swift Code # ROYCCAT2
Include invoice number on transfer order

NORTON ROSE

FTI CONSULTING INC. 01020497-0002

RE: Hartford Computers

FEE DETAIL

Date	Timekeeper	Description
23/1/12	Adrienne Glen	Consideration of issues relating to DIP Order approval and research relation to section 11.2 of CCAA.
26/1/12	Adrienne Glen	Case law research and other research relating to debtor in possession "rollups".
26/1/12	Mario Forte	Review order.
27/1/12	Adrienne Glen	Drafting section in information officer relating to debtor in possession financing and reviewing and providing comments on information officer report.
27/1/12	Mario Forte	Discussions and review of affidavit.
30/1/12	Ronald Davidzon	Attended court to file Affidavit of Service.
30/1/12	Adrienne Glen	Preparing for motion and service of information officer's report, drafting affidavit of service.
30/1/12	Mario Forte	Reviewing report and advising on affidavit.
31/1/12	Adrienne Glen	Preparing for motion.
31/1/12	Mario Forte	Advice regarding argument.
		TOTAL FEES **$5,223.00**

INVOICE: 1145229

REPORT DATE: 03/02/2012
PRODUCED BY 10949
PRINTED BY 10949

OGILVY RENAULT
Proforma # 1823359

Client#/Name: 01020497 FTI CONSULTING INC.
Matter#/Name: 01020497-0002 Hartford Computers
Matter Name: 01020497-0002

TIMEKEEPER'S RECAP

LOCATION	TKPR NAME	FILE'S HOURS	FILE'S RATE	FILE'S AMOUNT	NATIONAL RATE	NATIONAL AMOUNT	BILL THESE FIXED AMOUNTS	LAST TIMECARD DATE
Toronto	A. Glen	13.20	350.00	4,620.00	350.00	4,620.00		31/01/12
Toronto	M. Forte	.50	910.00	455.00	910.00	455.00		31/01/12
Toronto	R. Davidzon	.80	185.00	148.00	185.00	148.00		03/02/12
Total Toronto		14.50		5,223.00		5,223.00		
Total		14.50	360.21	5,223.00	360.21	5,223.00		

COSTS RECAP

TAXABLE DISBURSEMENT CODE	DESCRIPTION	AMOUNT	BILL THESE FIXED AMOUNTS
	Total Taxable	.00	

NON-TAXABLE DISBURSEMENT CODE	DESCRIPTION	AMOUNT	BILL THESE FIXED AMOUNTS
	Total Non-taxable	.00	
	Grand Total	.00	

ADMINISTRATIVE FEES

TAX RECAP

DESCRIPTION	RATE	TOTAL TAX	TAXABLE FEES	TAXABLE ADMIN FEES	TAX ON FEES/ ADMIN FEES	TAXABLE COST	TAX ON COST

NORTON ROSE

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

T: +1 416.216.4000
F: +1 416.216.3930
toronto@nortonrose.com
nortonrose.com

On January 1, 2012, Macleod Dixon joined Norton Rose OR to create Norton Rose Canada.

INVOICE

Invoice Number: 1138942
Date: January 19, 2012

Client: FTI CONSULTING INC.
RE: Hartford Computers
Matter No.: 01020497-0002

FTI CONSULTING INC.
TD Waterhouse Tower
Suite 2010
79 Wellington Street
Toronto, Ontario M5K 1G8

GST: R111340006

Attention: Toni Vanderlaan

For professional services rendered and disbursements incurred for the period ending December 31, 2011.	
FEES	$6,872.00
DISBURSEMENTS (Taxable)	352.44
DISBURSEMENTS (Non Taxable)	0.00
NET	$7,224.44
HST	939.18
TOTAL FOR THIS INVOICE	$8,163.62

COPY

Payable upon receipt

Banking information for wire transfer
RBC Financial Group, Main Branch, Royal Bank Plaza
Toronto, Ontario, CANADA
Bank 003, Transit 00002, Acc. No. 1 06-030-0
Swift Code # ROYCCA T2
Include invoice number on transfer order

NORTON ROSE

FTI CONSULTING INC.

01020497-0002

RE: Hartford Computers

FEE DETAIL

Date	Timekeeper	Description
17/11/11	Adrienne Glen	Reviewed various motion materials for U.S. proceedings. Reviewed and provided comments on proposed information officer report. Various correspondence.
17/11/11	Mario Forte	Taking initial instruction and review of materials.
29/11/11	Adrienne Glen	Reviewed revised information officer's report. Conference call to discuss information officer's report and next steps.
6/12/11	Mario Forte	Discussions regarding filing matters.
6/12/11	Mario Forte	Discussions and advice.
9/12/11	Adrienne Glen	Reviewed monitor's report and provided comments on same. Reviewed and revise notice to creditors per s.53 of CCAA.
20/12/11	Adrienne Glen	Reviewed Motion Materials. Discussion with M.Forte and K. Mahar regarding DIP order and correspondence regarding same. Preparation for court submissions.
20/12/11	Mario Forte	Discussion with TGF and review appropriate response.
21/12/11	Hasmig Royan	Review PPSA and Bank Act search results. Draft email to M. Forte and A. Glen with search summary attached.
21/12/11	Adrienne Glen	Preparation for and attendance at foreign representative's motion.
21/12/11	Mario Forte	Discussion and advice.
		TOTAL FEES **$6,872.00**

DISBURSEMENTS - TAXABLE

Searches	352.44
	$352.44

INVOICE: 1138942

REPORT DATE: 18/01/2012
PRODUCED BY 10949
PRINTED BY 16426

OGILVY RENAULT
Proforma # 1812744

Client#/Name: 01020497 FTI CONSULTING INC.
Matter#/Name: 01020497-0002 Hartford Computers
Matter Name: 01020497-0002

TIMEKEEPER'S RECAP

LOCATION	TKPR NAME	FILE'S HOURS	FILE'S RATE	FILE'S AMOUNT	NATIONAL RATE	NATIONAL AMOUNT	BILL THESE FIXED AMOUNTS	LAST TIMECARD DATE
Montréal/Montreal	A. Glen	13.90	330.00	4,587.00	330.00	4,587.00		06/01/12
Total Montréal/Montreal		13.90		4,587.00		4,587.00		
Toronto	H. Royan	.50	220.00	110.00	220.00	110.00		17/01/12
Toronto	N. Forte	2.50	870.00	2,175.00	870.00	2,175.00		29/12/11
Total Toronto		3.00		2,285.00		2,285.00		
Total		16.90	406.63	6,872.00	406.63	6,872.00		

COSTS RECAP

TAXABLE DISBURSEMENT CODE	DESCRIPTION	AMOUNT	BILL THESE FIXED AMOUNTS
3169	Recherches / Searches	352.44	
	Total Taxable	352.44	

NON-TAXABLE DISBURSEMENT CODE	DESCRIPTION	AMOUNT	BILL THESE FIXED AMOUNTS
	Total Non-taxable	.00	
	Grand Total	352.44	

ADMINISTRATIVE FEES

TAX RECAP

EXHIBIT "B"

Name	Year of Call	Billing Rate (Per Hour)	Number of hours worked	Total Dollar Amount Billed
Mario Forte	Ontario 1987	870.00	2.50	2,175.00
Mario Forte	Ontario 1987	910.00	0.50	455.00
Vasuda Sinha	Ontario 2008	375.00	7.20	2,700.00
Adrienne Glen	Ontario 2009	330.00	13.90	4,587.00
Adrienne Glen	Ontario 2009	350.00	25.80	9,030.00
Ronald Davidzon	Ontario 2012	185.00	0.80	148.00
Hasmig Royan	n/a	220.00	0.50	110.00
	Blended Rate: $375.10		**51.20**	**$19,205.00**

This is Exhibit B *referred to in the affidavit of* MARIO FORTE *sworn before me, this* 11TH *day of* October *20* 12

A COMMISSIONER FOR TAKING AFFIDAVITS

DOCSTOR: 2532380\1

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

Court File No: CV-11-9535-00CL

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")

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

AFFIDAVIT OF MARIO FORTE
(sworn October 9, 2012)

Norton Rose Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Mario Forte LSUC#: 27293F
Tel: +1 416.216.4870
Fax: +1 416.216.3930

Lawyers for the Information Officer, FTI Consulting Canada Inc.

TAB 6

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	FRIDAY, THE 19TH
	)	
JUSTICE MORAWETZ	)	DAY OF OCTOBER, 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")

ORDER
(Recognition of the Plan Confirmation Order, Approval of the fees and conduct of the Information Officer and its counsel, Termination of these Recognition Proceedings and Discharge of the Information Officer)

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, among other things, recognizing the Order granted by the U.S. Court on September 25, 2012 confirming the Chapter 11 Debtors' and Creditors' Committee's Joint Plan of Liquidation dated June 13, 2012 (the "**Plan**"), terminating these Recognition Proceedings and discharging the Information Officer was heard this day at 330 University Avenue, Toronto, Ontario;

ON READING the Notice of Motion dated October 12, 2012 (the "**Notice of Motion**"), the Affidavit of Alana Shepherd sworn on October 12, 2012, the Fourth Report of FTI Consulting Canada Inc., in its capacity as Information Officer (the "**Information Officer**") dated October 11, 2012 (the "**Information Officer's Fourth Report**"), the Affidavit of Toni Vanderlaan sworn on October 11, 2012 (the "**Vanderlaan Affidavit**") and the Affidavit of Mario Forte sworn on October 9, 2012 (collectively with the Vanderlaan Affidavit, the "**Fee Affidavits**"), each filed;

AND UPON HEARING the submissions of counsel for the Foreign Representative and counsel for the Information Officer, 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 ► sworn on October ►, 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 ORDER

THIS COURT ORDERS AND DECLARES that the Order of the U.S. Court made in the Chapter 11 Proceeding confirming the Plan (the "**Plan Confirmation Order**") 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 their terms.

APPROVAL OF INFORMATION OFFICER'S REPORT AND ACTIVITIES

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

APPROVAL OF FEES

3. **THIS COURT ORDERS** that the fees and disbursements of the Information Officer and its legal counsel, Norton Rose Canada LLP, be and are hereby assessed and allowed as filed in the Fee Affidavits, including the estimate of additional fees and expenses to be incurred prior to the termination of these Recognition Proceedings.

TERMINATION OF RECOGNITION PROCEEDINGS

4. **THIS COURT ORDERS** that these Recognition Proceedings shall be terminated effective upon the filing by the Information Officer with this Court of a Certificate in the form attached hereto as Schedule "B" (the "**Information Officer's Certificate**") signed by the Information Officer certifying that the Effective Date (as defined in the Plan) has occurred and that effective upon the filing of the Information Officer's Certificate the Information Officer's

discharge shall become effective pursuant to the terms of this Order and these Recognition Proceedings shall be terminated.

DISCHARGE OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that upon the filing of the Information Officer's Certificate, the Information Officer shall be discharged as Information Officer of the Chapter 11 Debtors and from all of its responsibilities provided however that notwithstanding its discharge herein the Information Officer shall continue to the have the benefit of the provisions of all Orders made in these Recognition Proceedings including all approvals, protections and stays of proceedings in favour of FTI Consulting Canada Inc. in its capacity as Information Officer.

_____

SCHEDULE "A"

Plan Confirmation Order

SCHEDULE "B"

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

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")

INFORMATION OFFICER'S CERTIFICATE

WHEREAS pursuant to the Order of this Court dated December 21, 2011, FTI Consulting Canada Inc. was appointed as the information officer (the "**Information Officer**") in respect of these Recognition Proceedings commenced 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 the 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**");

WHEREAS pursuant to the Order of this Court dated October 19, 2012 (the "**October 19, 2012 Order**"), the Court recognized the U.S. Court Order confirming the Chapter 11 Debtors' and the Creditors Committee's Joint Plan of Liquidation (the "**Plan**") dated September 25, 2012 (the "**Plan Confirmation Order**"); and

WHEREAS all capitalized terms used but not otherwise defined in this Certificate shall have the meanings ascribed to them in the Plan.

THE INFORMATION OFFICER HEREBY CERTIFIES that:

1. The Effective Date under the Plan has occurred and that the Effective Date is _____ _____, 2012;

2. Upon the filing of this Information Officer's Certificate, the Information Officer's final discharge shall become effective pursuant to the terms of the October 19, 2012 Order and these Recognition Proceedings shall be terminated; and

4. This Certificate was delivered by the Information Officer on _____, 2012.

FTI Consulting Canada Inc., in its capacity as Information Officer of Hartford Computer Hardware, Inc., Nexicore Services, LLC, Hartford Computer Group Inc. and Hartford Computer Government, Inc. and not in its personal capacity

Per:

_____

Name:
Title:

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 CHAPTER 11 DEBTORS")

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

ORDER
(OCTOBER 19, 2012)

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

John T. Porter (LSUC #23844T)
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Lawyers for the Chapter 11 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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

MOTION RECORD
(returnable on October 19, 2012)

Thornton Grout Finnigan LLP
Barristers and Solicitors
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Toronto-Dominion Centre
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