

EXHIBIT A

Marks

Hartford Computer Group and associated U.S. Registration No. [2236684]



CANADIAN TAX ESCROW AGREEMENT

THIS AGREEMENT (this "Agreement") made as of the <> day of <>, 2012.

A M O N G :

HARTFORD COMPUTER GROUP, INC.

("Seller")

- and -

AVNET INTERNATIONAL (CANADA) LTD.

("Canadian Buyer")

- and -

FRASER MILNER CASGRAIN LLP

("Escrow Agent")

WHEREAS, pursuant to that certain Asset Purchase Agreement entered into as of December ____, 2011 (the "**Purchase Agreement**"), by and among Seller, Nexicore Services, LLC, Avnet, Inc. and Canadian Buyer, Seller agreed to sell to Canadian Buyer and Canadian Buyer agreed to purchase from Seller the Canadian Assets (as described in the Purchase Agreement);

AND WHEREAS, pursuant to subsection 9.5(g) of the Purchase Agreement, the parties to the Purchase Agreement agreed that, if certain Certificates of Compliance having a "certificate limit", proposed proceeds of disposition or other relevant amount fixed therein, as described therein have not been delivered to the Canadian Buyer on or before the date of a Canadian Buyer Payment payable under the Purchase Agreement, a portion of such Canadian Buyer Payment shall be deposited with the Escrow Agent and held in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration (receipt of which the parties hereto hereby acknowledge), the parties hereto hereby agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, capitalized terms used herein but not otherwise defined herein shall have the respective meanings attributed to them in the Purchase Agreement.

1.2 General

Headings in this Agreement are inserted for convenience of reference only and not for the purposes of interpretation. Unless otherwise specified, monetary references are to Canadian dollars. References to Articles, sections and subsections are to those of this Agreement. Anything to be done or held on a day that is not a business day, shall be done or held on the next succeeding business day. Words in the singular shall include the plural and vice versa.

1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 2 APPOINTMENT OF ESCROW AGENT AND DELIVERY OF WITHHELD AMOUNTS

2.1 Appointment

Seller and Canadian Buyer (together the "Transaction Parties") hereby jointly appoint the Escrow Agent as escrow agent under this Agreement and the Escrow Agent acknowledges and confirms this appointment.

2.2 Acknowledgement of Deliveries of Withheld Amounts

- (a) The parties hereto acknowledge Canadian Buyer's delivery to the Escrow Agent on the date hereof of the amount of [TBD] Dollars (\$ [TBD]) (the "Closing Cash Withheld Amount"), which is the aggregate of the amounts withheld with respect to each category of Canadian Assets as set out in Schedule A and is otherwise in accordance with the terms of Section 9.5(g) of the Purchase Agreement.
- (b) The parties hereto acknowledge and agree that additional amounts may be delivered to the Escrow Agent in accordance with Section 9.5(g) of the Purchase Agreement on or prior to a release of a portion of the Canadian Escrow Amount pursuant to Section 3.4(b)(v) of the Purchase Agreement or a payment of the Canadian Buyer's portion of an Earnout Amount. The amounts (if any) paid to the Escrow Agent as described above are herein referred to as, respectively, the "Closing Escrow Withheld Amount" and the "Earnout Withheld Amount(s)", and together with the Closing Cash Withheld Amount are herein referred to as the "Withheld Amounts" and individually a "Withheld Amount". The Withheld Amounts, together with the interest earned thereon, shall be released or returned from escrow in the manner this Agreement prescribes.

ARTICLE 3 INVESTMENT OF WITHHELD AMOUNTS

3.1 Direction re Investment

The Transaction Parties hereby authorize and direct the Escrow Agent to invest and from time to time re-invest the Withheld Amounts with all interest or income accrued on the amount in the manner Seller and Canadian Buyer mutually direct as long as the manner of investment is agreed to

in writing by the Escrow Agent, such agreement not to be unreasonably withheld (the “**Approved Investments**”). No investment shall have a maturity date greater than one (1) month from the date of the investment, with all interest on it to be credited in the manner prescribed below and, in any event, shall permit the payment of any Withheld Amount to the Seller or CRA as provided for herein. If no mutual written agreement as to the Approved Investments exists for any amount of the Withheld Amounts, the Escrow Agent shall deposit the amount in a daily interest bearing account with the Escrow Agent’s bank until the parties otherwise mutually agree in writing.

3.2 Interest on Withheld Amounts

Seller shall be entitled to all interest or income earned on the Withheld Amounts from time to time and, subject to earlier payment as provided in subsections 4.1(b), 4.1(c) and 4.1(e) and subject to Section 5.5, such interest shall be paid by the Escrow Agent to the Seller (less any applicable withholding Taxes) upon the termination of the Escrow Agent's (including any successor Escrow Agent's) duties hereunder.

ARTICLE 4 RELEASES OF WITHHELD AMOUNTS

4.1 Release of Withheld Amounts

- (a) The Withheld Amounts, as applicable, must be released by the Escrow Agent to Seller or remitted to the CRA as provided for in the Purchase Agreement and in accordance with this Agreement.
- (b) If, on or before the twenty-eighth day of the calendar month following the calendar month (or if such following calendar month is February, the twenty-sixth day) in which Canadian Buyer has delivered a Withheld Amount to the Escrow Agent (the “**Remittance Date**”) as such Remittance Date may be extended pursuant to Section 4.1(c):
 - (i) the Escrow Agent receives a Certificate of Compliance with a “certificate limit” at least equal to the applicable amount described in Section 9.5(g)(ii) or 9.5(g)(iii) of the Purchase Agreement in respect of such Withheld Amount, the Escrow Agent shall, immediately after receipt of such Certificate of Compliance, deliver the applicable Withheld Amount to Seller or as it may in writing direct, together with any interest or income earned thereon (less any applicable withholding Taxes);
 - (ii) the Escrow Agent receives a Certificate of Compliance having a “certificate limit” less than the applicable amount described in Section 9.5(g)(ii) or 9.5(g)(iii) of the Purchase Agreement in respect of such Withheld Amount, the Escrow Agent shall, promptly after receipt of such Certificate of Compliance, (A) remit to the CRA an amount equal to the amount which would have been required to be withheld pursuant to Section 9.5(g)(ii) or 9.5(g)(iii) of the Purchase Agreement in place of such Withheld Amount had the Certificate of Compliance so received been delivered to the Canadian Buyer on or before the date of the Canadian Buyer Payment in respect of which such Withheld Amount was withheld; and (B) remit to Seller or as it may in writing direct, such

portion of the applicable Withheld Amount not required to be remitted to the CRA (if any), together with any interest or income earned thereon (less applicable withholding Taxes); or

- (iii) the Escrow Agent does not receive from Seller any Certificate of Compliance, the Escrow Agent shall remit to the CRA an amount equal to the applicable Withheld Amount.

For the avoidance of doubt, the Escrow Agent shall not remit any amount referred to in this Section 4.1(b) to the CRA before the applicable Remittance Date, as such date may be extended by Section 4.1(c).

- (c) Notwithstanding anything to the contrary in this Section 4.1, if prior to the applicable Remittance Date, the Escrow Agent has received a letter issued by the CRA confirming that the CRA will not enforce the applicable remittance of funds to the CRA within the time as is normally required under subsection 116(5) of the ITA (a "**Comfort Letter**"), the Escrow Agent shall not make any applicable remittance to the CRA, or any other party, on the date that would otherwise be the applicable Remittance Date and such Remittance Date shall be extended indefinitely; provided, however, if after the date that would otherwise be the applicable Remittance Date and prior to the Escrow Agent's receipt of a Certificate of Compliance, the Escrow Agent receives notification from the CRA that the Comfort Letter is no longer in effect, the date of receipt of such notification will be deemed to be the applicable Remittance Date and the Escrow Agent shall make the payments as otherwise required by this Section 4.1.
- (d) Notwithstanding anything to the contrary in this Agreement, if at any time the Escrow Agent receives notice in writing from the CRA either (A) confirming that the Canadian Assets were not "taxable Canadian property" for the purpose of the ITA on the Closing Date; or (B) confirming, in a form reasonably satisfactory to Canadian Buyer and the Escrow Agent, that the CRA will not require remittance of the applicable Withheld Amount to the CRA, the Escrow Agent shall forthwith release the applicable Withheld Amount (or in the case of a notice described in (A), all Withheld Amounts not previously released) to Seller, or as it may direct in writing direct, together with all interest or income earned thereon (less any applicable withholding Taxes).
- (e) For purposes of this Section 4.1 where the Seller has provided to the Canadian Buyer or the Escrow Agent, as the case may be, with a single Certificate of Compliance with a certificate limit, proposed proceeds of disposition or other relevant specified amount, as the case may be, in excess of the amount required (the "**Required Amount**") to ensure that no amount was required to be withheld pursuant to Section 9.5(g)(ii) or 9.5(g)(iii) of the Purchase Agreement in respect of a particular Canadian Buyer Payment, or that a Withheld Amount in respect of a particular Canadian Buyer Payment is released in full to the Seller pursuant to Section 4.1, the Seller shall be deemed to have provided the Canadian Buyer or the Canadian Tax Escrow Agent, as the case may be, with a Certificate of Compliance having a certificate limit, proposed proceeds of disposition or other relevant specified amount, as the case may be, equal to the Required Amount in respect of such payment, and to have provided the Canadian Buyer or the Canadian Tax Escrow Agent, as the case may be, with a separate Certificate of Compliance having a

certificate limit, proposed proceeds of disposition, or other relevant specified amount, as the case may be, equal to the amount of such excess. For the avoidance of doubt, this Section 4.1(e) shall also apply in respect of any such separate Certificate of Compliance deemed to have been provided.

- (f) Where the Seller has previously delivered Certificates of Compliance to the Canadian Buyer or the Escrow Agent and the Seller is subsequently required to obtain new or amended Certificates of Compliance as a result of post-closing adjustment to the Purchase Price or change in the allocation of Purchase Price, then upon written request from the Seller, which request shall include an assurance that the Seller (or its advisors) has been advised by the CRA that it is prepared to issue new or amended Certificates of Compliance upon receipt of the old certificates, the Canadian Buyer or the Escrow Agent, as the case may be, shall immediately return the original copy of any Certificate of Compliance previously delivered by the Seller, and the Seller shall deliver to the Canadian Buyer or the Escrow Agent, as the case may be, the appropriate copy of the new or amended Certificates of Compliance promptly upon receipt thereof by the Seller from the CRA.

ARTICLE 5 INDEMNITY AND LIABILITY

5.1 Indemnity

In addition to and without limiting any other protection that this Agreement or the law provides to the Escrow Agent, the Transaction Parties jointly and severally shall defend, indemnify and hold the Escrow Agent and its partners harmless from and against all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements, including all legal and adviser fees and disbursements of any kind or nature that may at any time be suffered or incurred by, imposed on or asserted against the Escrow Agent, whether groundless or otherwise, arising in any way from or out of any act or omission of the Escrow Agent, unless arising from the Escrow Agent's gross negligence or wilful misconduct. Notwithstanding any other provision in this Agreement, this indemnity shall survive the Escrow Agent's removal or resignation and termination of this Agreement.

5.2 Liability

The Escrow Agent shall incur no liability hereunder such that, except for its acts of gross negligence or wilful misconduct, the Escrow Agent shall not be liable for any act done or step taken or omitted by it in good faith. The Escrow Agent shall be under no responsibility in respect of any of the Withheld Amounts deposited with it pursuant to this Agreement, except to deal with them in accordance with the provisions of this Agreement and shall have no duties except those which are expressly set forth herein.

5.3 Legal Advice

The Escrow Agent may consult with and obtain advice from legal counsel in the event of any question as to any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel, and the cost of such services shall be added to and be part of the Escrow Agent's expenses hereunder.

5.4 Escrow Agent May Refrain from Acting

In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any of the Transaction Parties or from a third person with respect to any matter arising pursuant to this Agreement which, in its opinion, are in conflict with any provision of this Agreement, it shall be entitled to refrain from taking any action (other than to keep safely the Withheld Amounts) until it shall be directed otherwise by unanimous written direction of Seller and Canadian Buyer or by a certified order or judgment of a court of competent jurisdiction from which no further direct appeal may be taken.

5.5 Costs of the Escrow Agent

It is hereby agreed by the Transaction Parties hereto that the costs, expenses and charges of the Escrow Agent pursuant to this Agreement shall, unless the Transaction Parties agree otherwise, be borne by Seller and Canadian Buyer in equal amounts. The Escrow Agent shall be entitled to pay the portion of its costs, expenses and charges for which the Seller is responsible out of the interest or income earned on the Withheld Amounts.

5.6 Entitlement to Follow Directions

Notwithstanding any other provisions of this Agreement, the Escrow Agent shall be entitled to deal with the Withheld Amounts, or any part thereof, at any time in accordance with written unanimous joint direction from the Transaction Parties.

5.7 Escrow Agent Counsel to Canadian Buyer

Seller acknowledges that the Escrow Agent is acting as counsel to Canadian Buyer in connection with this Agreement and the transactions contemplated by the Purchase Agreement. The parties hereto agree that the Escrow Agent is acting only as a stakeholder and, as such, has no conflict of interest by virtue of the fact that it is acting both as Escrow Agent and counsel to Canadian Buyer. The parties hereto further agree that the Escrow Agent may continue to act for Canadian Buyer in respect of any matter relating to or arising out of this Agreement, the Purchase Agreement, or any matter related to any of such agreements, notwithstanding any dispute between any of the parties to any of such agreements and whether or not the Escrow Agent has resigned or a new Escrow Agent has been appointed in accordance with the terms of this Agreement.

5.8 Garnishment, etc.

If the Withheld Amounts or any part thereof is at any time attached, garnished, or levied upon under any final court order, or in case the payment or delivery of any amount shall be stayed or enjoined by any court order, or in the case any final order, judgment or decree shall be made or entered

by any court affecting such amount, or any part thereof, or affecting any act by the Escrow Agent, then and in any of such events the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such final order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it.

5.9 Termination of the Escrow Agent's Obligations

The obligations of the Escrow Agent hereunder shall terminate and cease to be of any further force and effect when the Escrow Agent has distributed all of the Withheld Amounts and all interest and income thereon in accordance with the provisions hereof.

ARTICLE 6 MISCELLANEOUS

6.1 Notices

Any notice or request to be given in connection with this Agreement shall be delivered in writing addressed to the Seller and Canadian Buyer at their addresses set out in the Purchase Agreement and to the Escrow Agent, as follows:

Escrow Agent:

77 King Street West, Suite 400
Toronto, ON M5K 0A1
Fax No.: 416-863-4592

Attention: Chris Turney

Any notice delivered shall be deemed to have been given on the day it is delivered unless that day is not a business day, in which case it shall be deemed to have been given on the next business day. Any notice transmitted by facsimile shall be deemed to have been given on the day of transmission if received at or before 5:00 p.m. on a business day, otherwise, it shall be deemed to have been given on the next business day.

6.2 Appointment of New Escrow Agent

- (a) The Escrow Agent may resign and be discharged from all further duties and liabilities after giving at least thirty (30) days' written notice to each Transaction Party; however, shorter notice may be given if the Transaction Parties accept it as sufficient.
- (b) If the Escrow Agent resigns, is removed from office by the mutual decision of the Transaction Parties, or becomes incapacitated to act, the Transaction Parties shall appoint the Escrow Agent's successor at once, which shall be either a firm of lawyers authorized to practise in the Province of Ontario or a trust company qualified to carry on trust business in the Province of Ontario and have no material conflict of interest in the role of fiduciary under this Agreement. If the Transaction Parties fail to appoint the successor, a Judge of the Superior Court of Justice (Ontario) upon any party's application at the Transaction Parties' expense shall appoint the successor. On any new appointment, the new Escrow Agent shall be vested with the same powers, rights,

duties and responsibilities as if it had been named originally as the Escrow Agent without any further assurance, conveyance, act or deed. Any instruments the new Escrow Agent is advised by its counsel, acting reasonably, are necessary or advisable shall be executed immediately at the Transaction Parties' expense.

- (c) Immediately on appointment, any successor Escrow Agent shall become vested with all of its predecessors' estates, properties, rights, powers and trusts, with like effect as if originally named as Escrow Agent; on receiving from each of the Transaction Parties written authorization and direction, the Escrow Agent shall promptly deliver the balance of the Withheld Amounts and any interest or income thereon to the successor Escrow Agent.

6.3 Time

Time shall be of the essence unless the time for doing or completing any matter is extended or abridged by written agreement between the parties.

6.4 Enurement

This Agreement shall enure to the benefit of and bind the parties and their successors and assigns.

6.5 Counterparts

This Agreement may be executed in several counterparts, each of which when executed shall constitute an original document and taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement.

HARTFORD COMPUTER GROUP, INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

AVNET INTERNATIONAL (CANADA) LTD.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation.

FRASER MILNER CASGRAIN LLP

Per: _____

Name: Chris Turney

Title: Partner

Schedule A

<u>Category of Canadian Assets</u>	<u>Purchase Price</u>	<u>Portion of Vendor's Purchase Price Allocated to Non-Depreciable Property</u>	<u>Portion of Vendor's Purchase Price Allocated to Depreciable Property</u>	<u>Withheld Amount for Non-Depreciable Property</u>	<u>Withheld Amount for Depreciable Property</u>	<u>Total Amount Withheld</u>

DISCLOSURE SCHEDULE TO THE ASSET PURCHASE AGREEMENT

The following are exceptions to the representations and warranties made by Hartford Computer Group, Inc., a Delaware corporation (“**Parent**”) and Nexicore Services, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Company (“**Nexicore**” and, together with Parent, the “**Sellers**”), in that certain Asset Purchase Agreement, dated as of December 12, 2011 (the “**Agreement**”), by and among the Company, Nexicore, Avnet, Inc., a New York corporation, and Avnet International (Canada) Ltd., an Ontario corporation.

1. The references to sections and subsections in the Disclosure Schedule correspond to the sections and subsections of the Agreement. Information disclosed in a particular section or subsection of the Disclosure Schedule shall be deemed to be disclosed and incorporated into any other section or subsection of the Disclosure Schedule to the extent that the relevance of such information to such other schedule is readily apparent notwithstanding the absence of a cross-reference contained therein.
2. Headings, captions and cross-references in the Disclosure Schedule are for convenience only and shall in no way modify, limit or affect, or be considered in construing or interpreting any information provided herein. References to any contract, plan or other document contained in these Schedules are not intended to summarize or describe such contract, plan or other document, but rather are for convenience only and all such references are qualified in their entirety by the terms of such contract, plan or other document for a full explanation thereof.
3. The information contained in these Schedules is as of the date of the Agreement, but shall not alter the date as of which any representation or warranty is made pursuant to the Agreement.
4. The inclusion of any information on any part of these Schedules shall not be deemed to be an admission or acknowledgment by any Seller that such information is material or that such information includes any act or omission outside the ordinary course of business of such Seller.
5. Nothing herein constitutes an admission of liability or obligation of any Seller or an admission against the interest of such Seller.
6. This Disclosure Schedule is confidential.

Schedule 2.1(a)(i)

Canadian Assets; Fixed Assets

1. See attached.
2. desks
3. cubicles
4. chairs
5. shelves
6. tech benches
7. soldering stations
8. BGA machines
9. rolling carts
10. computers (CPU)
11. monitors
12. laptops
13. scanners
14. barcode printers
15. printers
16. servers
17. IP office phone system
18. switches
19. UPS
20. cameras
21. electrical screwdrivers
22. TVs
23. projectors

24. pumptruck
25. shrinkwrap machine
26. ladders
27. inventory fence
28. inventory shelves
29. refrigerators
30. microwaves
31. tables
32. telephone
33. fans
34. compressor
35. lifting device
36. cabinets
37. lunch chairs
38. sofas
39. lockers
40. oscilloscope
41. multimeter
42. magnification lamps
43. microscope
44. fax

Asset ID

Asset GL Acct #: 15000-Leasehold

F00638	INSTALLATION OF CABLE FOR LAPTOP REPAIR LINE
F00677	ELECTRICAL INSTALLATION
F00732	ELECTRICAL INSTALLATIONS
F00791	CHAIN LINK FENCING & GATES
F00900	WAREHOUSE CAMERA SYSTEM
F00927	FAN SUPPLY AND INSTALLATION
F00928	REMODEL CANADIAN OFFICE/NADBR PROPERTY
F01000	ELECTRICAL WORK
F01202	BULDING PREP FOR MOVE IN
F01208	INSTALLATION ELECTRICAL
F01267	CABLING FOR NEW BUILDING
F01268	ELECTRICAL INSTALLATION
F01269	ELECTRICAL INSTALLATION
F01270	ELECTRICAL INSTALLATION
F01281	KEYS AND LOCKS
F01282	BUILDING IMPROVEMENTS
F01284	DEMOLITION AND CLEAN UP OF SHIELDS BUILDING
F01285	WAREHOUSE PREP
F01290	SECURITY CAGE WITH INSTALLATION
F01323	SECURITY SYSTEM
F01324	KEYS AND LOCKS NEW BUILDING

F01325 ELECTRICAL MODIFICATIONS
F01326 ELECTRICAL MODIFICATES
F01345 ELECTRICAL WORK ON BUILDING
F01349 ELECTRICAL WORK
F01485 DOCK LEVER REPAIR

Asset GL Acct #: 15100-Test Equipment

F00495 CDN LAPTOP IBM THINK PAD
F00497 CDN LAPTOP IBM
F00498 CDN LAPTOP, SONY VAIO PCG-FX370
F00499 CDN LAPTOP, COMPAQ PRESARIO 2175US
F00500 CDN LAPTOP, COMPAQ PRESARIO 1525CA
F00501 CDN LAPTOP, COMPAQ PRESARIO 725US
F00502 CDN LAPTOP, COMPAQ PRESARIO 2100US
F00503 CDN LAPTOP, COMPAQ PRESARIO 2100US
F00504 CDN LAPTOP, COMPAQ PRESARIO 2100US
F00505 CDN LAPTOP, COMPAQ PRESARIO 715US
F00506 CDN LAPTOP, COMPAQ PRESARIO 1720US
F00507 CDN LAPTOP, HP PAVILION N5470
F00508 CDN LAPTOP, HP PAVILION N5490
F00509 CDN LAPTOP, HP PAVILION ZE5270
F00510 CDN LAPTOP, HP PAVILION N5425
F00511 CDN LAPTOP, SONY PCG-FXA48
F00512 CDN LAPTOP, HP PAVILION N5340
F00513 CDN LAPTOP, TOSHIBA SATELLITE 1400
F00514 CDN LAPTOP, HP PAVILION ZT1135
F00515 CDN LAPTOP, HP PAVILION ZT1135
F00516 CDN LAPTOP, TOSHIBA SATELLIE 1110

F00517	CDN LAPTOP, SONY PCG-NV170 VAIO
F00518	CDN LAPTOP, SONY VAIO PC -R505DL
F00519	CDN LAPTOP, TOSHIBA SATELLIE A10
F00554	CDN PRINTER, HEWLETT PACKARD LASERJET 4100DTN
F00607	REWORK STATION, WELLER 4624
F00608	SOLDER STATION MADELL 8502
F00661	MICROSCOPE, TRI-POWERED
F00662	MICROSCOPE, TRI-POWERED
F00663	MICROSCOPE, TRI-POWERED
F00664	MULTIMETER, FLUKE 73 649092
F00665	MULTIMETER, FLUKE 73 649092
F00666	MULTIMETER, FLUKE 73 649092
F00890	OSCILLOSCOPE
F00894	SYSTEM, REWORK IR
F00926	OVEN 1.6 CU/FT FORCED AIR
F00953	REWORK BGA HAND TOOL
F01095	LAPTOP TOSHIBA SATELLITE A105-S4001
F01291	TESTER, MODEL DRBT-10 TORQUE
F01348	BGA REWORK STATION AND THERMOMETER
F01394	SATELLITE TOSHIBA LAPTOP
F01448	POS, NCR REALPOST 70XRT SYSTEM

Asset GL Acct #: 15500-Furniture & Equipment

F00641	CHAIR, DRAFTING
F00642	CHAIR, DRAFTING
F00643	CHAIR, DRAFTING
F00644	CHAIR, DRAFTING

F00645	CHAIR, DRAFTING
F00646	CHAIR, DRAFTING
F00647	CHAIR, DRAFTING
F00648	CHAIR, DRAFTING
F00649	CHAIR, DRAFTING
F00650	CHAIR, DRAFTING
F00651	CHAIR, DRAFTING
F00652	CHAIR, DRAFTING
F00653	CHAIR, DRAFTING
F00654	CHAIR, DRAFTING
F00655	CHAIR, DRAFTING
F00656	CHAIR, DRAFTING
F00657	CHAIR, DRAFTING
F00658	CHAIR, DRAFTING
F00659	CHAIR, DRAFTING
F00660	CHAIR, DRAFTING
F00678	TIME CLOCK #443313
F00842	CHAIR, DRAFTING
F00843	CHAIR, DRAFTING
F00844	CHAIR, DRAFTING
F00845	CHAIR, DRAFTING
F00846	CHAIR, DRAFTING
F00847	CHAIR, DRAFTING
F00980	FILTER UNIT
F01096	TRANSFORMER & PANEL
F01097	WORKSTATION W/BIN
F01098	WORKSTATION W/BIN

F01205	PHONE INSTALLATION
F01209	TECH BENCHES
F01210	WORK BENCHES
F01261	SHRINK TUNNEL
F01266	BENCHES TECH
F01279	FIXTURES
F01283	TECH BENCHES
F01327	FURNITURE NEW OFFICE
F01351	SCANNER BARCODE SYMBOL WIRELESS
F01352	CAMERA EQUIPMENT SECURITY
F01353	CAMERA EQUIPMENT SECURITY
F01355	PRINTER, ZEBRA BARCODE
F01356	PRINTER, ZEBRA BARCODE
F01357	PRINTER, ZEBRA BARCODE
F01358	PRINTER, ZEBRA BARCODE
F01359	PRINTER, ZEBRA BARCODE
F01360	WEBSMART 24PT
F01361	DLINK ACCESS POINT
F01362	DLINK ACCESS POINT
F01371	WORKSTATIONS GLOBAL
F01372	WORKSTATIONS GLOBAL
F01375	COMPRESSOR AIR
F01443	IMAGING SERVER
F01486	LOCKERS
F01530	IPHONE
F01535	FORKLIFT

Asset GL Acct #: 15600-Computer Hard & Soft

F00745	TOWER, COMPAQ PROLIANT ML350
F00747	MONITOR SONY MULTISCAN 21IN
F00854	LAPTOP SYSTEM, AVERATEC 3150H
F00855	LAPTOP SYSTEM, AVERATEC 3150H
F00907	DESKTOP COMPAQ D53
F00908	DESKTOP COMPAQ D53
F00909	DESKTOP COMPAQ D53
F00910	DESKTOP COMPAQ D53
F00923	DESKTOP COMPAQ D53
F01091	LAPTOP
F01121-F01123	LAPTOPS COMPAQ PRESARIOS
F01124-F01129	HP PAVILIONS ZE2000 & ZV5000
F01130	COMPQ PRESARIO V2000
F01141-F01147	LAPTOPS COMPAQ PRESARIO
F01148-F01154	LAPTOP HP PAVILION
F01155-F01156	LAPTOP COMPAQ PRESARIOS
F01157-F01158	LAPTOPS TOSHIBA
F01159	LAPTOP COMPAQ PRESARIO
F01160	LAPTOP TOSHIBA
F01161-F01165	LAPTOPS COMPAQ PRESARIO
F01166-F01167	LAPTOPS TOSHIBA
F01168	LAPTOP COMPAQ PRESARIO
F01169- F01174	LAPTOPS TOSHIBA
F01175	LAPTOP HP PAVILLION
F01176-F01185	LAPTOP TOSHIBA

F01186	LAPTOP HP PAVILLION
F01187-F01190	LAPTOPS COMPAQ PRESARIO
F01191- F01199	LAPTOPS TOSHIBA
F01265	PROLIANT DUAL CORE
F01286	SWITCHES 48 PORT
F01287	SWITCHES 48 PORT
F01288	SWITCHES 48 PORT
F01289	SWITCH, 3CO03CR17250-9US 3COM 5500G 24PT
F01297	APC SMART - UPS XL 3000VA 120V
F01298	APC SMART - UPS TWR 48V BAT PACK
F01321	APC SMART-UPS XL 300VA 120V
F01322	APC SMART-UPS TWR 48V BAT PACK
F01354	ROUTER,WIRELESS
F01373	PRINTER, ZEBRA 284-20400-0001
F01374	PRINTER, ZEBRA 284-20400-0001
F01523	SERVER, PROLIANT DL380
F01524	SERVER,
F01531	BARCODER READER FOR IPHONE

Schedule 2.1(a)(ii)

US Assets; Fixed Assets

1. See attached.
2. barcode printers
3. BGA machines
4. cabinets
5. cameras
6. cardboard compactor
7. chairs
8. compressor
9. computers (CPU)
10. cubicles
11. desks
12. EEPROM programmer
13. electrical screwdrivers
14. ESD testers
15. fans
16. fax
17. forklift battery charger
18. forklifts
19. generator
20. huntron
21. inventory fence
22. inventory shelves
23. IP office phone system

24. ladders
25. laptops
26. laser printers
27. lifting device
28. lockers
29. lunch chairs
30. magnification lamps
31. microscope
32. microwaves
33. monitors
34. multimeter
35. order pickers
36. oscilloscope
37. ovens
38. pallet jacks
39. projector
40. pumptruck
41. racking
42. refrigerators
43. rolling carts
44. scanners
45. servers
46. shelves
47. shrinkwrap machine
48. sofa

49. soldering stations
50. switches
51. tables
52. tech benches
53. telephone
54. testbeds
55. time clocks
56. trash compactor
57. TV
58. universal device programmer
59. UPS
60. x-ray machine

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B - Asset Purchase Agreement - Disclosure Schedules Part 1 Page 14 of 69
Hartford Computer Group
Schedule 2
PPE Asset Registers
For the year ending Oct 31, 2011

Asset ID

Asset GL Acct #: 15000-Leasehold

F00877	LEASE HOLD IMPROVEMENT (NEW TENANT)
F00878	LEASE HOLD IMPROVEMENT (NEW TENANT)
F00879	LEASE HOLD IMPROVEMENT (NEW TENANT)
F00893	BUILDING IMPROVEMENTS
F00976	FLOORING ENTRY WAY
F01138	FIBER CABLE INSTALLATION
F01139	FIBER OPTIC INSTALLTION
F01395	WATER HEATER
F01462	LIGHTING AND INSTALLATION

Asset GL Acct #: 15100-Test Equipment

F00521	DESOLDERING STATION, HAKKO 472D-02
F00522	DESOLDERING STATION, HAKKO 472D-02
F00524	LAPTOP, SONY
F00525	LAPTOP, SONY
F00526	LAPTOP, TOSHIBA
F00527	LAPTOP, TOSHIBA
F00528	LAPTOP, HP
F00529	LAPTOP TOSHIBA
F00530	LAPTOP TOSHIBA
F00531	LAPTOP COMPAC
F00532	LAPTOP, TOSHIBA
F00533	PRINTER, HP

F00555	MICROSCOPE, SCIENCESCOPE FIXED FS-24-500
F00556	MICROSCOPE, FIXED,SCIENCESCOPE FS-24-500
F00559	OSCILLOSCOPE, PROTEK 1000MHZ 6510
F00560	PRINTER, HEWLETT PACKARD LASERJET 4200
F00561	O-SCOPE, TEK 465
F00562	O-SCOPE, TEK 465
F00563	O-SCOPE, TEK 465
F00564	MULTIMETER, FLUKE 73III
F00565	MULTIMETER, FLUKE 73III
F00566	MULTIMETER, FLUKE 73III
F00567	MULTIMETER, FLUKE 73III
F00568	MULTIMETER, FLUKE 73III
F00569	MULTIMETER, FLUKE 73III
F00570	O-SCOPE, TEK 72-6810
F00571	MILLIOHM MODEL 380460
F00572	O-SCOPE, TEK 2235
F00573	MULTIMETER, FLUKE 73III
F00577	OSCILLIOSCOPE TENMA 72-6810
F00578	DESOLDERING GUN, HAKKO
F00579	DESOLDERING GUN, HAKKO
F00602	PRINTER, LEXMARK OPTRA T632
F00603	48 PIN DRIVE PROGRAMMER
F00623	OSCOPE PROTEK 6510
F00624	MICROSCOPE, SZ-PK3-FR
F00625	MULTIMETER, FLUKE 179
F00626	MULTIMETER, FLUKE 179

F00627	MULTIMETER, FLUKE 77 III
F00628	MULTIMETER, FLUKE 77 III
F00629	LAPTOP, COMPAQ PRESARIO X1030US
F00630	OSCOPE, PROTEK 6510
F00631	PRINTER, 0994292-0001 TI 810
F00632	PREHEATER SYSTEM, SY-628
F00636	OSCOPE, PROTEK 6510
F00637	CPU, TOSHIBA P4/CENTRINO 1.4GHZ MPGA
F00667	OSCOPE, PROTEK 6510
F00671	LAPTOP SYSTEM, COMPAC PRESARIO R3202US
F00701	REWORK STATION IX-410Vi
F00704	OSCILLOSCOPE #6510 PROTEK DUAL TRACE
F00705	OSCILLOSCOPE #6510 PROTEK DUAL TRACE
F00706	OSCILLOSCOPE #6510 PROTEK DUAL TRACE
F00717	REWORK STATION MADELL 8502 2 IN 1
F00718	REWORK STATION MADELL 8502 2 IN 1
F00719	REWORK STATION MADELL 8502 2 IN 1
F00720	REWORK STATION MADELL 8502 2 IN 1
F00721	REWORK STATION MADELL 8502 2 IN 1
F00722	REWORK STATION MADELL 8502 2 IN 1
F00723	SYSTEM, EMACHING T2596 DESKTOP
F00724	SYSTEM, EMACHING T2642 DESKTOP
F00725	PROGRAMMER, BP 1400/84 UNIVERSAL ENG
F00726	PROGRAMMER, BP 1400/84 UNIVERSAL ENG
F00731	O-SCOPE, TEKTRONIX 865
F00737	REWORK STATION, MADELL 8502 2-1
F00738	REWORK STATION, MADELL 8502 2-1

F00741	HUNTNRON TRACKER 2700
F00742	MICROSCOPE SZ-PK3-FR
F00743	MICROSCOPE SZ-PK3-FR
F00744	REWORK SYSTEM, IX-410VI
F00748	RAMCHECK INN-8668PLPR-REF
F00749	RAMCHECK 144 SODIMM ADP INN-8668-1
F00750	MICROSCOPE, SZ-PK3-FR
F00754	BGA BOARD HOLDER UPGRADE
F00778	FLUKE 110 MULTIMETER 374TE0110
F00779	FLUKE 110 MULTIMETER 374TE0110
F00780	FLUKE 110 MULTIMETER 374TE0110
F00781	FLUKE 110 MULTIMETER 374TE0110
F00782	FLUKE 110 MULTIMETER 374TE0110
F00783	FLUKE 110 MULTIMETER 374TE0110
F00784	FLUKE 110 MULTIMETER 374TE0110
F00785	FLUKE 110 MULTIMETER 374TE0110
F00786	FLUKE 110 MULTIMETER 374TE0110
F00787	FLUKE 110 MULTIMETER 374TE0110
F00788	FLUKE 110 MULTIMETER 374TE0110
F00789	FLUKE 110 MULTIMETER 374TE0110
F00790	FLUKE 110 MULTIMETER 374TE0110
F00792	MICROSCOPE, SZ-PK3-FR
F00793	FLUKE MULTIMETER, 374TE0110
F00794	FLUKE MULTIMETER, 374TE0110
F00795	FLUKE MULTIMETER, 374TE0110
F00796	FLUKE MULTIMETER, 374TE0110

F00797	FLUKE MULTIMETER, 374TE0110
F00798	FLUKE MULTIMETER, 374TE0110
F00799	FLUKE MULTIMETER, 374TE0110
F00800	SOLDERING STATION, 936-12
F00801	SOLDERING STATION, 936-12
F00802	SOLDERING STATION, 936-12
F00803	SOLDERING STATION, 936-12
F00804	SOLDERING STATION, 936-12
F00805	SOLDERING STATION, 936-12
F00806	SOLDERING STATION, 936-12
F00807	SOLDERING STATION, 936-12
F00808	SCREWDRIVER, CORDLESS 2.4V 271-503
F00809	SCREWDRIVER, CORDLESS 2.4V 271-503
F00810	SCREWDRIVER, CORDLESS 2.4V 271-503
F00811	SCREWDRIVER, CORDLESS 2.4V 271-503
F00812	SCREWDRIVER, CORDLESS 2.4V 271-503
F00813	FLUKE MULTIMETER 374E0110
F00814	FLUKE MULTIMETER 374E0110
F00815	FLUKE MULTIMETER 374E0110
F00816	FLUKE MULTIMETER 374E0110
F00817	FLUKE 110 MULTIMETER 374TE0110
F00818	FLUKE 110 MULTIMETER 374TE0110
F00819	FLUKE 110 MULTIMETER 374TE0110
F00820	FLUKE 110 MULTIMETER 374TE0110
F00821	FLUKE 110 MULTIMETER 374TE0110
F00836	REWORK SYSTEM INFRARED
F00837	REWORK SYSTEM INFRARED

F00849	MICROSCOPE SZ-PK3-FR
F00850	MICROSCOPE SZ-PK3-FR
F00851	MICROSCOPE SZ-PK3-FR
F00882	DESOLDERING TOOL 472D-02
F00883	DESOLDERING TOOL 472D-02
F00884	DESOLDERING TOOL 472D-02
F00885	DESOLDERING TOOL 472D-02
F00886	DESOLDERING TOOL 472D-02
F00895	MICROSCOPE, SZ-PK3-FR
F00901	LCM TESTER
F00925	LAPTOP SYSTEM SONY VAIO VGN FJ170
F00929	LAPTOP SYSTEM SONY VAIO VGN FE660G
F00930	LAPTOP SONY VAIO VGN FS980
F00951	OSCOPE, PROTEK 6510
F00952	OSCOPE, PROTEK 6510
F00981	OSCOPE, PROTEK 6510
F00982	OSCOPE, PROTEK 6510
F00994	OSCOPE, PROTEK 6510
F00995	OSCOPE, PROTEK 6510
F00996	OSCOPE, PROTEK 6510
F00997	OSCOPE, PROTEK 6510
F01011	LAPTOP SYSTEM SONY VAIO
F01012	LAPTOP SYSTEM SONY VAIO
F01064	LAPTOP SONY VAIO VGN FJ250P
F01065	LAPTOP SONY VAIO VGN FE660G
F01066	LAPTOP SONY VAIO VGN SZ3209

F01067	LAPTOP SONY VAIO VGN A690
F01068	LAPTOP SONY FAIO VGN FS630
F01069	LAPTOP SONY VGN SZ220
F01070	LAPTOP SONY VAIO VGN AX5706
F01099	DLP TV 50" SAMSUNG
F01100	DLP TV 50" SAMSUNG
F01132	LAPTOP HP PAVILLION TX1410US
F01133	LAPTOP GATEWAY M-6750
F01134	LAPTOP HP PAVILION DV6458SE
F01135	LAPTOP GATEWAY M-6816
F01136	LAPTOP GATEWAY MX3414
F01137	LAPTOP GATEWAY MX6453
F01203	LAPTOP HP PAVILION DV2550SE
F01272	LAPTOP HP PAVILION TX1320US
F01273	LAPTOP VGN -SZ110/B
F01274	LAPTOP VGN-TXN48P/B
F01276	LAPTOP VGN-TX650P/B
F01277	LAPTOP GATEWAY MX8734
F01292	LAPTOP VGM-AR830E
F01293	LAPTOP VGFZ280E/B
F01294	LAPTOP VGN-SZ650N/C
F01330	LAPTOP SONY VGN-BX561B
F01331	MOTHERBOARD
F01332	LAPTOP VGN-FZ320E/B
F01333	LAPTOP GATEWAY M-6750
F01334	LAPTOP VGN-FZ320E/B
F01335	LAPTOP VGN-AR350E

F01336	LAPTOP VGN-TZ350N
F01337	DESKTOP, HP TOUCHSMART
F01338	LAPTOP PSAE6C-TH70DC
F01339	LAPTOP VGN-TXN25NB
F01340	LAPTOP VGN-BX760
F01341	LAPTOP VGC-LT16E-A
F01342	LAPTOP DELL M1330
F01346	LAPTOP, COMPAQ CQ50-110US
F01350	DESKTOP, HP PAVILLION DV5-1002NR
F01366	TABLET SYSTEM
F01367	SERVER, HP ML330 G3 2.8 GHZ TOWER
F01368	CHASSIS HP ML310 G4 SERVER
F01369	CHASSIS, HP ML310 G5 SERVIER
F01370	TESTBED 500826-001
F01377	TRAVELMATE ACER LAPTOP
F01378	LAPTOP GATEWAY
F01379	MACBOOK
F01380	MACBOOK
F01381	NOTEBOOK GATEWAY
F01382	NOTEBOOK ACER
F01384	LAPTOP, GATEWAY
F01385	HDTV LG
F01386	HDTV LG
F01387	NOTEBOOK HP PAVILLION
F01388	SONY VAIO PC
F01389	VAIO PC/TV

F01390	MACBOOK AIR
F01391	MACBOOK PRO
F01392	TOUCHSMART HP
F01393	MACBOOK MB61LL/A
F01396	MACBOOK APPLE 2.4 GHZ
F01397	MACBOOK APPLE
F01398	L;APTOP GATEWAY
F01399	LCD TV 37
F01400	MACBOOK APPLE
F01401	LAPTOP GATEWAY BNIB-P-7811FX
F01402	MACBOOK 15.4
F01403	GATEWAY LAPTOP
F01405	LAPTOP T-6815 GATEWAY
F01406	LAPTOP, GATEWAY M-1412
F01407	LAPTOP, MACBOOK PRO MA897LL/A
F01408	TV 42" SAMSUNG
F01412	LAPTOP SONY VAIO VGC-LT19U
F01413	LAPTOP APPLE
F01414	LAPTOP HP PAVILION DV2990NR
F01415	DESKTOP, GATEWAY GT5628
F01419	LAPTOP APPLE MACBOOK PRO
F01420	LAPTOP HP 6910P CORE DUO
F01435	ALL IN ONE SYSTEM SONY VAIO
F01437	LAPTOP SYSTEM APPLE MACBOOK PRO
F01438	DELL STUDIO 1737
F01439	LAPTOP BATEWAY NV7915U
F01440	MACBOOK, APPLE

F01441	TV SONY BRAVIA
F01442	TV, VISIO 37"
F01444	LAPTOP GATEWAY NV7915U
F01446	MACBOOK, APPLE MC207LL/A
F01447	LAPTOP, PAVILION DV4
F01449	LAPTOP PAVILION DV4
F01451	LAPTOP, CPQ PRESARIO
F01452	LAPTOP GATEWAY
F01453	LAPTOP, PAVILION
F01456	MACBOOK 13.3
F01457	DESKTOP, HP TOUCHSMART
F01459	ADAPTER INN-8668-16 240 PINN
F01467	MEMORY TESTER
F01468	LAPTOP MACBOOK
F01469	LAPTOP BATTERY TESTER
F01470	LAPTOP, HP PAVI
F01471	MACBOOK, APPLE
F01473	DESKTOP SYSTEM
F01474	POWER BUTTON BOARD, SONY
F01475	LOGIC BOARD APPLE
F01476	LAPTOP, MF470LL/Z
F01477	MACBOOK PRO APPLE
F01478	LAPTOP HP HDX X16
F01483	LAPTOP, 'AUSU G72GX-RBBX05 17.3"
F01484	LAPTOP, APPLE MACBOOK PRO
F01489	NOTEBOOK, HPHDX-X16-1375

F01490 NOTEBOOK, HPHDX-X16-1375
F01526 LAPTOP, HP TOUCHSMART
F01527 LAPTOP, HP ELITEBOOK
F01528 LAPTOP, APPLE
F01532 LOGICBOARD, APPLE MB PRO
F01533 DESKTOP, HP IQ524
F01534 LAPTOP, SONY VAIO VPC-F115FM/B
F01541 DESK TOP ALL IN ONE VAIO
F01542 DESKTOP SONY VAIO L SERIES
F01543 LAPTOP REFURBISHED AUSU INTEL CORE
F01544 SO DIMM CONVERTER

Asset GL Acct #: 15300-AUTO

F01140 BMW AUTO

Asset GL Acct #: 15500-Furniture & Equipment

F00574 DESKTOP, HP PAVILION 864N
F00596 CHAIR, MULTI TASK, GREY
F00597 CHAIR, MULTI TASK, GREY
F00598 CHAIR, MULTI TASK, GREY
F00599 CHAIR, MULTI TASK, GREY
F00600 CHAIR, MULTI TASK, GREY
F00611 CHAIR, MULTI TASK, GREY
F00612 CHAIR, MULTI TASK, GREY
F00613 CHAIR, MULTI TASK, GREY
F00614 CHAIR, MULTI TASK, GREY
F00615 CHAIR, MULTI TASK, GREY
F00616 CHAIR, MULTI TASK, GREY

F00617	CHAIR, MULTI TASK, GREY
F00618	CHAIR, MULTI TASK, GREY
F00619	CHAIR, MULTI TASK, GREY
F00620	CHAIR, MULTI TASK, GREY
F00621	DIGITAL CAMERA, OLYMPUS D-575
F00639	STOOL, GRAY MULTI TASK LLR80009
F00640	STOOL, GRAY MULTI TASK LLR80009
F00668	STOOL, GRAY MULTI TASK LLR80009
F00669	STOOL, GRAY MULTI TASK LLR80009
F00670	STOOL, GRAY MULTI TASK LLR80009
F00751	POLOR COOLER AND TANK
F00822	COOLER AND TANK PC36
F00823	COOLER AND TANK PC36
F00824	COOLER AND TANK PC36
F00825	SERVICE PHONE SYSTEM
F00829	SIGNAGE FOR WAREHOUSE
F00840	RAPISCAN METOR 200hs
F00841	ROLLERS CONVEYORS
F00848	LOGO DESIGN FOR RIPTIDE TECHNOLOGY
F00979	PROJECTOR TOSHIBA
F01201	POLOR COOLER
F01254	LAPTOP IBM THINKPAD
F01280	FORKLIFT
F01363	HP PROLIAND DL580 & ACCESS
F01376	BARCODE SCANNER
F01426	LAPTOP IBM THINKPAD
F01427	LAPTOP IBM THINKPAD

F01450 RACKING WAREHOUSE
F01458 SCANNER BARCODE
F01472 AVAYA TELEPHONE SYSTEM (GREAT AMERICA LEAS
F01479 FLOOR CLEANER
F01480 TABLE MATS FOR PRODUCTION
F01481 FURNITURE, USED
F01487 WAREHOUSE RACKING
F01498 BARCODEJET LEVEL IV

Asset GL Acct #: 15600-Computer Hard & Soft

F00496 MONITOR VIEWSONIC 19 in
F00523 COMPAC STORAGE ENCLOSURE
F00534 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00536 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00537 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00538 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00539 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00540 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00541 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00542 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00543 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00544 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00546 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00548 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00549 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00550 SYSTEM, COMPAQ DESKTOP D220 TOWER
F00551 SYSTEM, COMPAQ DESKTOP D220 TOWER

F00552	SYSTEM, COMPAQ DESKTOP D220 TOWER
F00553	SYSTEM, COMPAQ DESKTOP D220 TOWER
F00557	LAPTOP, HP PAVILLION ZE5600
F00558	LAPTOP, COMPAQ PRESARIO 915CA
F00575	TAPE DRIVE, COMPAQ 100/200 GB
F00576	LAPTOP, HP PAVILION ZE45465R
F00581	SYSTEM, COMPAC DX2000 MICROTOWER
F00582	SYSTEM, COMPAC DX2000 MICROTOWER
F00583	SYSTEM, COMPAC DX2000 MICROTOWER
F00584	SYSTEM, COMPAC DX2000 MICROTOWER
F00585	SYSTEM, COMPAC DX2000 MICROTOWER
F00586	SYSTEM, COMPAC DX2000 MICROTOWER
F00587	SYSTEM, COMPAC DX2000 MICROTOWER
F00588	SYSTEM, COMPAC DX2000 MICROTOWER
F00589	SYSTEM, COMPAC DX2000 MICROTOWER
F00590	SYSTEM, COMPAC DX2000 MICROTOWER
F00592	SYSTEM, COMPAC DX2000 MICROTOWER
F00595	SYSTEM, COMPAC DX2000 MICROTOWER
F00604	MONITOR, HP PAVILION F1703 17IN
F00605	MONITOR, HP PAVILION F1703 17IN
F00609	MONITOR, VIEWSONIC FLAT SCREEN
F00610	MONITOR, VIEWSONIC 19IN
F00633	COMPAQ PROLIANT DL580 G2 XEON 2.2GHZ SYS
F00634	COMPAQ INTEL XEON MP 2.2GHZ 2MB CPU
F00635	COMPAQ 8GB 4X2GB) PC1600 DDR ECC MEMORY
f00672	DESKTOP SYSTEM, HP PAVILION A446X

F00673	DESKTOP SYSTEM, HP PAVILION A446X
F00674	DESKTOP SYSTEM, HP PAVILION A446X
F00675	DESKTOP SYSTEM, HP PAVILION A446X
F00676	DESKTOP SYSTEM, HP PAVILION A446X
F00679	OPENRO ERP SERVICES A
F00680	MONITOR, NEC P12540+ 21IN SVGA
F00681	SYSTEM, IBM NETVISTA A30 CELERON
F00682	SYSTEM, IBM NETVISTA A30 CELERON
F00683	SYSTEM, IBM NETVISTA A30 CELERON
F00684	SYSTEM, IBM NETVISTA A30 CELERON
F00685	SYSTEM, IBM NETVISTA A30 CELERON
F00686	SYSTEM, IBM NETVISTA A30 CELERON
F00687	SYSTEM, IBM NETVISTA A30 CELERON
F00688	SYSTEM, IBM NETVISTA A30 CELERON
F00689	SYSTEM, IBM NETVISTA A30 CELERON
F00690	SYSTEM, IBM NETVISTA A30 CELERON
F00691	SYSTEM, IBM NETVISTA A30 CELERON
F00692	SYSTEM, IBM NETVISTA A30 CELERON
F00693	SYSTEM, IBM NETVISTA A30 CELERON
F00694	SYSTEM, IBM NETVISTA A30 CELERON
F00695	SYSTEM, IBM NETVISTA A30 CELERON
F00697	SYSTEM, IBM NETVISTA A30 CELERON
F00698	SYSTEM, IBM NETVISTA A30 CELERON
F00699	SYSTEM, IBM NETVISTA A30 CELERON
F00700	SYSTEM, IBM NETVISTA A30 CELERON
F00702	LAPTOP, COMPAQ PRESARIO R3430
F00707	LAPTOP SONY VAIO

F00708	PRINTER ZEBRA #284Z-10300-0001
F00710	LAPTOP LENOVA/IBM Z61M
F00711	PRINTER, BARCODE ZEBRA 2842-10300-001
F00712	PRINTER, BARCODE ZEBRA 2842-10300-001
F00713	PRINTER, BARCODE ZEBRA 2842-10300-001
F00715	PRINTER, BARCODE ZEBRA 2842-10300-001
F00716	PRINTER, BARCODE ZEBRA 2842-10300-001
F00727	LAPTOP, HP PAVILION ZV5476CL
F00728	LAPTOP, TOSHIBA SATELLIE M45X-S331
F00729	SERVER, 372708-001 HP PROLIAN DL320 RACK
F00733	PRINTER BARCODE ZEBRA 284Z-10300-001
F00734	PRINTER BARCODE ZEBRA 284Z-10300-001
F00735	LASER PRINTER, LEXMARK OPTRA W810
F00736	LAPTOP SYSTEM, TOSHIBA SATELLINT M45X-S331
F00739	LAPTOP, HP PAVILION ZE5360US
F00740	WINDOWS ACTIVE DIRECTORY A
F00746	WINDOWS ACTIVE DIRECTORY B
F00752	LAPTOP IBM THINK PAD
F00753	LAPTOP IBM THINK PAD
F00755	LAPTOP SYSTEM TOSHIBA SATELLITE M45X-S331
F00756	LAPTOP SYSTEM TOSHIBA SATELLITE M45X-S331
F00757	LAPTOP SYSTEM TOSHIBA SATELLITE M45X-S331
F00758	DESKTOP SYSTEM EVO D51S SFF
F00759	DESKTOP SYSTEM EVO D51S SFF
F00760	DESKTOP SYSTEM EVO D51S SFF
F00761	DESKTOP SYSTEM EVO D51S SFF

F00762	DESKTOP SYSTEM EVO D51S SFF
F00763	DESKTOP SYSTEM EVO D51S SFF
F00765	DESKTOP SYSTEM EVO D51S SFF
F00766	DESKTOP SYSTEM EVO D51S SFF
F00767	DESKTOP SYSTEM EVO D51S SFF
F00768	DESKTOP SYSTEM EVO D51S SFF
F00769	DESKTOP SYSTEM EVO D51S SFF
F00770	DESKTOP SYSTEM EVO D51S SFF
F00771	DESKTOP SYSTEM EVO D51S SFF
F00772	DESKTOP SYSTEM EVO D51S SFF
F00773	DESKTOP SYSTEM EVO D51S SFF
F00774	DESKTOP SYSTEM EVO D51S SFF
F00775	DESKTOP SYSTEM EVO D51S SFF
F00776	DESKTOP SYSTEM EVO D51S SFF
F00777	DESKTOP SYSTEM EVO D51S SFF
F00826	SYSTEM. EMACHINE NEXGEN T1840
F00827	SYSTEM. EMACHINE NEXGEN T882
F00828	SYSTEM. EMACHINE NEXGEN T2542
F00838	SYMANTEC ANTIVIRUS 1 YR
F00839	OPENPRO SOFTWARE
F00852	LAPTOP SYSTEM, HP 1.0 GHZ
F00853	LAPTOP SYSTEM, HP 1.0 GHZ
F00856	HP PROLIANT DL380 G4
F00857	HP PROLIANT DL380 G4
F00858	300GB U320
F00859	300GB U320
F00860	300GB U320

F00861	300GB U320
F00862	300GB U320
F00863	300GB U320
F00864	300GB U320
F00865	300GB U320
F00866	300GB U320
F00867	300GB U320
F00868	300GB U320
F00869	300GB U320
F00870	300GB U320
F00871	300GB U320
F00872	PC2-3200 4GB
F00873	BATTERY, APC RACK MOUNT UPS
F00874	BATTERY, APC RACK MOUNT UPS
F00875	2 RANK PC3200 4GB
F00876	2 RANK PC3200 4GB
F00880	WIN SVR 2003 MR2 OPN LIC
F00881	WIN SVR 2003 MR2 OPN LIC
F00888	SOFTWARE, BNA
F00889	IBM INF DYD SERVER ENT
F00891	LAPTOP DELL INSPIRON 1300
F00892	OPEN PRO
F00896	CONTROLLER, SMART ARRAY
F00903	DESKTOP COMPAQ D53
F00904	DESKTOP COMPAQ D53
F00905	DESKTOP COMPAQ D53

F00906	DESKTOP COMPAQ D53
F00911	THINKPAD, IBM
F00924	LAPTOP, SONY VAIO VGN-S560P/B LY
F00960	THINKPAD, IBM
F00961	SERVER, HP PROLIANT DL320S
F00962	SERVER, PROLIANT DL380 G5
F00963	SOFTWARE PC CHECK 25 SEATS
F00964	SOFTWARE SPINRITE 6.0
F00965	SOFTWARE BURN IN TEST 5.3
F00966	SCANNER KIT 3800G14-USBKIT
F00967	SCANNER KIT 3800G14-USBKIT
F00968	SCANNER KIT 3800G14-USBKIT
F00969	SCANNER KIT 3800G14-USBKIT
F00970	SCANNER KIT 3800G14-USBKIT
F00971	SCANNER KIT 3800G14-USBKIT
F00972	SCANNER KIT 3800G14-USBKIT
F00973	SCANNER KIT 3800G14-USBKIT
F00974	SCANNER KIT 3800G14-USBKIT
F00975	SCANNER KIT 3800G14-USBKIT
F00978	OPENPRO SOFTWARE
F00983	HP STORAGEWORKS MSA30 302969-B21
F00984	HP CARE PACK 3 YR 4HR 24X7 U4545E
F00985	HP 7506B 7200RPN SATA HT PG
F00986	HP 7506B 7200RPN SATA HT PG
F00987	LAPTOP THINKPAD T60 1952-A86
F00990	LAPTOP IBM THINKPAD T42 W/XP PRO
F00991	LAPTOP IBM THINKPAD T42 W/XP PRO

F00992	LAPTOP IBM THINKPAD T42 W/XP PRO
F00993	FIREWALL, SPAM BARRACUDA BSF300A
F00998	CAMERA DIGITAL CANON SD1000
F00999	CAMERA DIGITAL CANON SD1000
F01001	LAPTOP IBM THINKPAD
F01004	MONITOR, ACER
F01005	LAPTOP IBM THINKPAD 2373-C88
F01007	LAPTOP IBM THINKPAD 2373-C88
F01008	LAPTOP IBM THINKPAD 2373-C88
F01009	LAPTOP IBM THINKPAD 2373-C88
F01010	LAPTOP IBM THINKPAD 2373-C88
F01013	PRINTER, ZEBRA TLP2844-Z
F01014	LAPTOP IBM THINKPAD 2373-C88
F01015	LAPTOP IBM THINKPAD 2373-C88
F01016	COMPUTER EVO 239160-997
F01028	DESKTOP EVO D530
F01029	DESKTOP EVO D530
F01030	DESKTOP EVO D530
F01031	DESKTOP EVO D530
F01032	DESKTOP EVO D530
F01033	DESKTOP EVO D530
F01034	DESKTOP EVO D530
F01035	DESKTOP EVO D530
F01036	DESKTOP EVO D530
F01037	DESKTOP EVO D530
F01039	MONITOR ACER AL1716F

F01040 MONITOR ACER AL1716F

F01042-F01049 DESKTOP EVO D510

F01050 PRINTER, ZEBRA 284Z

F01051 MONITOR, HP

F01052 PRINTER, ZEBRA 284Z

F01053 TOWER, HEWLETT PACKARD D530

F01054 MONITOR LENOVO L171

F01055 MONITOR LENOVO L171

F01056 MONITOR LENOVO L171

F01057 MONITOR LENOVO L171

F01060 PRINTER TLP-2844Z ZEBRA

F01071 TOWER HEWLETT PACKARD EVO D51S

F01072 TOWER, HEWLETT PACKARD EVO D510

F01073 LAPTOP THINKPAD J156-4619

F01074 LAPTOP THINKPAD J156-4619

F01078 MONITOR, ACER AL1716F

F01080 MONITOR ACER AL1716F

F01081 MONITOR VIEWSONIC

F01084 MONITOR ACER AL1716F

F01085 MONITOR VIEWSONIC

F01088 LAPTOP THINKPAD 2007-68U

F01089 LAPTOP IBM T43

F01092 SERVER SOFTWARE AND PART

F01093 LAPTOP IBM THINKPAD

F01094 LAPTOP IBM THINKPAD

F01204 RIPTIDE WEBSITE DESIGN

F01206 SOFTWARE WIN SERVER 2008 EDITION

F01207	LAPTOP HP 6820
F01257	LAPTOP, LENOVO T520
F01262	SOFTWARE ZEBRA
F01263	SOFTWARE MICROSOFT WIN XP
F01264	SOFTWARE MICROSOFT WIN XP
F01271	LICENSE, BATCHSYSNC
F01275	LAPTOP SONY VAIO VGN - SZ645P
F01295	LAPTOP VGC-LS30E
F01296	LAPTOP LENOVO 3000
F01299	LAPTOP IMB THINKPAD 1875-M1U
F01300	LAPTOP IMB THINKPAD 1875-M1U
F01302	LAPTOP, DELL LATITUDE
F01303	LAPTOP, DELL LATITUDE
F01304	LAPTOP DELL LATITUDE
F01307	PRINTER ZEBRA TLP 2844-Z
F01309	PRINTER ZEBRA TLP 2844-Z
F01311	LAPTOP, LENOVO 3000
F01312	LAPTOP THINKPAD T60
F01313	LAPTOP IBM THINKPAD
F01314	LAPTOP LENOVOA 300
F01315	TOWER, APC SMARTUPS 1500
F01316	LAPTOP, LENOVO 3000
F01318	LAPTOP TOSHIBA SATELLITE L505-S5969
F01319	LAPTOP, LENOVO 3000
F01320	LAPTOP SONY VAIO VGN TZ191N/X
F01328	SERVIER, IMAGE

F01329	SERVER EMAIL
F01343	DESKTOP SONY VAIO VGC
F01365	HP PAVILION
F01383	RACK MOUNTABLE SECURITY
F01404	SOFTWARE, DEEPSPAR ACE DATA RECOVERY ENG
F01421	IBM LENOVO
F01422	IBM LENOVO
F01423	IBM LENOVO
F01424	LAPTOP, IBM THINKPAD
F01425	LAPTOP, IBM THINKPAD
F01428	LAPTOP, IBM THINKPAD
F01429	LAPTOP IBM
F01430	LAPTOP, DELL LATITUDE
F01431	SCANNER BARCODE
F01432	SCANNER BARCODE
F01433	PRINTER LEXMARK OPTRA
F01434	PRINTER LEXMARK OPTRA
F01463	CX4 SERVER
F01464	SERVER HP
F01465	SOFTWARE VMM VS4
F01466	SOFTWARE VMM VS4
F01482	MEMORY, CT916709 16GB KIT
F01501	PRINTER ZEBRA TLP 2844-Z
F01502	PRINTER ZEBRA TLP 2844-Z
F01503	PRINTER ZEBRA TLP 2844-Z
F01511	PRINTER ZEBRA TLP 2844-Z

F01512	PRINTER ZEBRA TLP 2844-Z
F01513	PRINTER ZEBRA TLP 2844-Z
F01514	PRINTER ZEBRA TLP 2844-Z
F01515	PRINTER ZEBRA TLP 2844-Z
F01516	PRINTER ZEBRA TLP 2844-Z
F01517	PRINTER ZEBRA TLP 2844-Z
F01518	PRINTER ZEBRA TLP 2844-Z
F01519	PRINTER ZEBRA TLP 2844-Z
F01520	PRINTER, DATAMAX I-4212
F01521	PRINTER, DATAMAX I-4212
F01525	PRINTER ZEBRA TLP 2844-Z

Hartford Computer Group
Schedule 2
PPE Asset Registers
For the year ending Oct 31, 2011

Asset ID

Asset GL Acct #: 15000-Leasehold

Location: CHICAGO

F01522 PHONE SYSTEM RELOCATION

Asset GL Acct #: 15500-Furniture & Equipment

Location: CHICAGO

F01460 LASERJET PRINTER

F01529 INSTALLATION OF RACKING

HCG00010-00050 CHICAGO FURNITUR

Asset GL Acct #: 15600-Computer Hard & Soft

F01059 TOWER HP COMPAC EVO D510

Schedule 2.1(c)(i)

Canadian Assets; Transferred Intellectual Property

1. EDI links for the following customers/vendors:

- a. FutureShop
- b. Best Buy/UPS
- c. Assurant
- d. BestBuy – PartSearch
- e. Unisys
- f. Quanta (Depot)
- g. Quanta (Parts)

2. The following domain names:

- a. www.nexicore.com/staplescaparts
- b. consignment.nexicore.com
- c. geeksquad.nexicore.com
- d. bestbuy.nexicore.com

Schedule 2.1(c)(ii)

US Assets; Transferred Intellectual Property

1. The following domain names:
 - a. www.nexicore.com
 - b. www.nexicore.com/bid
 - c. www.nexicore.com/gaming
 - d. www.nexicore.com/xbox
 - e. www.nexicore.com/onsite
 - f. www.nexicore.com/depot
 - g. www.nexicore.com/tdparts
 - h. b2b.nexicore.com
 - i. tech.nexicore.com
 - j. training.nexicore.com
 - k. toshiba.nexicore.com
 - l. partsearch.nexicore.com
 - m. ihg.depotexpress.com
 - n. staples.nexicore.com
 - o. wcc.nexicore.com
 - p. waca.nexicore.com
 - q. newcorp.nexicore.com
 - r. sony.nexicore.com
 - s. servicenet.nexicore.com
 - t. www.sonyrepairservices.com
 - u. www.toshibarepairservices.com
 - v. www.nexicore.net

- w. sp.nexicore.com
- 2. EDI links for the following customers:
 - a. Staples
 - b. Sony SIS
 - c. Assurant
 - d. National Parts (Parts)
 - e. National Parts (Gaming)
 - f. Sony
 - g. Sony Backstage
 - h. Assurant
 - i. Assurant – OneCall
 - j. Bestbuy – PartSearch
 - k. WACA (FTP transfer method)
 - l. WACA (web service transfer method)
 - m. ServiceNet (Depot)
 - n. ServiceNet (Onsite)
 - o. SupportSoft (Depot)
 - p. SupportSoft (Onsite)
 - q. PayPal
 - r. Best Buy
 - s. Unisys
 - t. Sony OOW
 - u. Toshiba OOW
 - v. Sears
 - w. IngramMicro

- x. TechData
- y. Office Depot (Onsite – EDI VAN transfer method)
- z. ServiceBench
- aa. Toshiba
- bb. HiSense
- cc. Office Depot (Onsite - webservice)
- dd. Office Depot (Depot - webservice)

Schedule 2.1(d)(i)

Canadian Assets; Assumed Contracts

1. Master Professional Services Agreement, executed January 11, 2011, by and between Nexicore Services and CDW Canada, Inc.
2. Authorized Service Centre Agreement, effective September 2, 2010, by and between LG Electronics Canada, Inc. and Nexicore Services
3. Service Agreement, dated May 1, 2009, by and between N.E.W. Customer Service Companies of Canada, Corp. and Nexicore
4. Letter of Intent to Outline Business Terms During the Initial/Transitional Phase, dated February 24, 2009, by and between Quanta Nashville and Nexicore
5. Apple Authorized Service Provider Agreement, effective April 20, 2011, by and between Apple Canada Inc. and Nexicore Services Inc.
6. Lease Contract, dated April 23, 2007, Nexicore Services, a division of Hartford Computer Group, Inc., Canon Canada Inc. and CBSC Capital Inc.
7. Purolator Courier Services Pricing Agreement, effective as of May 12, 2009, by and between Purolator Courier Ltd. and Nexicore Services
8. Confidentiality Agreement, dated April 9, 2009, by and between Best Buy Canada Ltd. and Nexicore
9. Confidentiality Agreement, dated March 29, 2011, by and between Synnex Canada Limited and Nexicore Services
10. Quanta Computer Inc. Non-Disclosure Agreement, dated June 19, 2008, by and between Quanta Computer Inc. and Nexicore
11. Procurement Agreement for the Exchange of Confidential Information, effective as of November 2011, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and IBM Canada Limited
12. Non Development Solutions Engagement Agreement, effective as of November 2011, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and IBM Canada Limited
13. Jigsaw Enhanced Model (Project JEM) Master Statement of Work, effective November 2011, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and IBM Canada Limited
14. Web Order Invoice Agreement, effective November 2011, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and IBM Canada Limited

15. Services Agreement, dated February 1, 2010, by and between Nexicore Services, Inc. and Best Buy Canada Ltd.
16. Lease Contract, dated December 15, 2008, by and between Hartford Computer Group, Inc. o/a Nexicore Services and Easy Lease
17. Master Service Agreement, dated November 16, 2011, by and between TeraGo Networks, Inc. and Nexicore Canada
18. Statement of Work for IP-PRI and SIP Access Installation, dated November 17, 2011, by and between TeraGo Networks, Inc. and Nexicore Canada
19. Service Agreement, executed November 23, 2011, by and between Bell Canada and Hartford Computer Group

Schedule 2.1(d)(ii)

US Assets; Assumed Contracts

1. EasyTech Services Agreement, dated October 7, 2009, by and between Hartford Computer Group, Inc. and Federal Warranty Service Corporation
2. Supplier's Undertakings, undated, by and between Foxconn and Hartford Computer Group, Inc.
3. Authorized Service Provider Agreement, dated June 18, 2010, by and between Fujitsu America, Inc. and Nexicore Services Corporation
4. Hewlett-Packard Parts Purchase Agreement, effective February 1, 2009, by and between Hewlett-Packard Company and Nexicore Services
5. Hewlett-Packard Parts Purchase Agreement, effective February 1, 2010, by and between Hewlett-Packard Company and Nexicore Services, as amended by that certain Amendment to Parts Purchase Agreement dated February 1, 2010
6. Hewlett-Packard Americas Replacement Parts Partner Agreement, dated November 1, 2010, by and between Hewlett-Packard Company and Nexicore Services
7. Program Agreement, executed August 9, 2010, by and between Ingram Micro Inc. and Nexicore Services
8. Printer Authorized Parts Distributor Agreement – 2009, executed December 23, 2009, by and between Lexmark International, Inc. and Nexicore Services
9. Pro:Idiom "Have Made" Agreement, dated January 11, 2011, by and between LG Electronics and Nexicore Services
10. Service Center Agreement, executed March 23, 2011, by and between LG Electronics Alabama, Inc. and Hartford Computer Group, Inc. d/b/a Nexicore Services
11. Master Services agreement, undated, by and between Logical Maintenance Solutions, Inc. and Hartford Computer Group, Inc. through its Nexicore Services business group
12. Statement of Work Addendum, dated February 1, 2009, by and between Micro Center Inc. and Nexicore Inc.
13. Nexicore Agreement, dated October 20, 2006, by and between National Electronics Warranty Corporation and Nexicore Services, LLC
14. Service Agreement, dated March 16, 2009, by and between National Electronics Warranty, LLC and Nexicore

15. Master Services Agreement, effective April 1, 2008, by and between Office Depot, Inc. and Hartford Computer Group, Incorporated through its Nexicore Services business group
16. National Installation Partner Agreement, effective September 1, 2010, by and between Promethean Inc. and Nexicore Services
17. Preferred Parts Vendor Agreement, effective January 18, 2008, by and between RadioShack Services, a division of RadioShack Corporation, and Nexicore Services
18. Sales Agreement for Resellers, dated June 25, 2009, by and between Hartford Computer Group, Inc. and Cambridge Computer Services Inc
19. Service Agreement, effective June 28, 2010, by and between Hannspree North America, Inc. and Nexicore Services, LLC
20. Servicer Agreement, effective July 30, 2009, by and between Hisense USA Corporation and Nexicore Services, LLC
21. Statement of Work – Parts Inventory Management, effective November 15, 2009, by and between Nexicore Services, LLC and Hisense USA Corporation
22. First Amendment to Master Service Agreement, effective July 5, 2009, by and between Hartford Computer Group, Incorporated (through Nexicore Services) and Office Depot, Inc.
23. Statement of Work #3 to Master Service Agreement, effective January 31, 2010, by and between Office Depot, Inc. and Hartford Computer Group, Incorporated d/b/a Nexicore Services
24. Statement of Work #4 to Master Service Agreement, effective January 31, 2010, by and between Office Depot, Inc. and Hartford Computer Group, Incorporated d/b/a Nexicore Services
25. Statement of Work #2 to Master Service Agreement, effective July 5, 2009, by and between Office Depot, Inc. and Hartford Computer Group, Incorporated d/b/a Nexicore Services
26. Siemens IT Solutions and Services, Inc. Purchase Order Terms and Agreement (October 2008), executed August 20, 2009, by and between Siemens IT Solutions and Hartford Computer Group, Inc.
27. Siemens IT Solutions and Services, Inc. Purchase Order Terms and Agreement (January 2010), executed December 30, 2009, by and between Siemens IT Solutions and Nexicore Services

28. Nexicore Agreement, effective December 11, 2006, by and between Square Trade, Inc. and Nexicore Services as amended by that certain Addendum #1 dated September 1, 2011
29. Master Services Agreement, executed January 10, 2008, by and between SupportSoft, Inc. and Hartford Computer Group, Inc. (through Nexicore Services)
30. Master Services Agreement, effective October 20, 2009, by and between Nexicore Services and Synnex Corporation
31. Nexicore Agreement, effective August 17, 2007, by and between Tek Serv, Inc. and Nexicore Services
32. Amendment Number One to Florida Roll-Out Statement of Work, effective August 7, 2009, by and between Support.com, Inc. and Nexicore Services
33. Statement of Work Number Three Sony Depot Services, effective April 19, 2010, by and between Support.com, Inc. and Nexicore Services
34. Statement of Work OD Breakfix Support, executed February 16, 2010, by and between Support.com, Inc. and Nexicore Services
35. Statement of Work Number Four, effective August 24, 2010, by and between Support.com, Inc. and Nexicore Services
36. Apple Authorized Service Provider Agreement, dated April 7, 2010, by and between Hartford Computer Group, Inc. o/a Nexicore Services and Apple Inc.
37. Amendment and Attachment 3, effective March 14, 2008, by and between National Electronics Warranty Corporate and Nexicore Services LLC
38. Master Products and Services Agreement, effective February 1, 2005, by and between Hartford Computer Group, Inc. and Sears, Roebuck and Co. as amended by that certain Amendment to the Master Products & Services Agreement, effective March 15, 2010, by and between Hartford Computer Group, Inc. and Sears Holdings Management Corporation
39. Sears, Roebuck and Co. Purchase Agreement, dated August 16, 2004, by and between Sears, Roebuck and Co. and Hartford Computer Group, Inc.
40. Parts Procurement Master Agreement, effective March 1, 2009, by and between Nexicore and Best Buy Purchasing LLC, as amended by (a) that certain First Amendment to Parts Procurement Master Agreement, dated March 1, 2010, by and between Nexicore Services, LLC and Best Buyer Purchasing LLC and (b) Second Amendment to Parts Procurement Master Agreement, dated October 18, 2010, by and between Nexicore Services, LLC and Best Buyer Purchasing LLC

41. Advance Exchange Supplier and Procurement Agreement, dated November 1, 2009, by and between Nexicore Services, LLC and Best Buy Purchasing LLC
42. Master Services Agreement, dated November 28, 2010, by and between Best Buy Purchasing LLC and Nexicore Services LLC
43. Master Professional Service Agreement, dated May 24, 2010, by and between CDW Logistics, Inc. and Nexicore Services
44. Letter of Intent, dated August 6, 2010, by and between LG Electronics Alabama, Inc. and Nexicore
45. Statement of Work – Onsite Desktop Repair Services, executed October 17, 2008, by and between Nexicore Services and Toshiba America Information Systems, Inc.
46. Toshiba VIP Depot Repair Services (Letter of Intent), dated April 27, 2009, by and between Nexicore Services and Toshiba
47. Toshiba Canada Services Letter of Intent, dated June 5, 2009, by and between Nexicore Services and Toshiba
48. WSCA/NASPO – Master Price Agreement Letter, executed on January 15, 2010, by and between Toshiba America Information Systems, Inc. and Nexicore Services
49. Authorized Service Provider Agreement, dated February 22, 2010, by and between Nexicore Services and Toshiba America Information Systems, Inc.
50. Statement of Assurance, executed October 4, 2010, by Nexicore Services to Toshiba America Information Systems, Inc.
51. Toshiba & Nexicore Services Letter of Intent, dated April 15, 2011, by and between Toshiba America Information Systems, Inc. and Nexicore Services
52. Nexicore Services Service Agreement Laptop Repair Service, dated March 17, 2008, by and between Nexicore Services and Warrantech Consumer Product Services, Inc.
53. Samsung Service Center Agreement, dated March 16, 2008, by and between Service Division of Samsung Electronics America, Inc. and Hartford Computer Group, Inc. d/b/a Nexicore
54. Cross Dock Agreement, dated January 20, 2010, by and between ESL Technologies, Inc. d/b/a Teleplan International and Nexicore, Inc.
55. Authorized Value Added Reseller Agreement for Computer Products, dated February 17, 1997, by and between Hartford Computer Group, Inc. and Unisys Corporation, Channel Marketing Organization, as amended by that certain Rider, dated February 17, 1997

56. Authorized Partner Agreement, undated, by and between Hartford Computer Group, Inc. and Unisys Corporation, through its Federal Systems Division
57. Addendum to Master Agreement #20510, dated December 30, 2005, by and between Unisys Corporation and Nexicore Services
58. Service Agreement, dated December 6, 2007, by and between Hartford Computer Group, Inc. d/b/a Hartford Computer Group and Sony Service Company of Sony Electronics, Inc.
59. Amendment to 2007 Reseller Agreement, dated April 1, 2008, by and between Sony Electronics, Inc and Hartford Computer Group, Inc. and its division Nexicore Services
60. Service Agreement, dated February 22, 2010, by and between Sony Service Company or Sony Electronics, Inc. and Hartford Computer Group, Inc. – ON/IW d/b/a Nexicore
61. Servicer Agreement, undated, by and between Sony Service Company of Sony Electronics, Inc. and Hartford Computer Group, Inc. by its Nexicore Services
62. Master Depot Service Agreement Sony VAI0, dated June 1, 2007, by and between Nexicore Services and Service Net Solutions, LLC, as amended by that certain (a) Modification dated May 31, 2007, (b) First Modification dated June 1, 2007, (c) Modification Number Two (2) – Confidentiality Agreement Regarding the Receipt of Personal Information effective May 19, 2008, (d) Third (3) Modification executed June 9, 2008, (e) Fourth (4) Modification dated December 31, 2008, and (f) Fifth (5) Modification dated July 31, 2009
63. Hardware Service Provider Agreement, dated July 20, 2011, by and between Nexicore Services and Promethean Inc.
64. Parts Procurement Network Vendor Statement of Work, dated July 27, 2009, by and between Nexicore and Best Buy Purchasing LLC
65. Statement of Work, dated March 21, 2011, by and between Nexicore Services and CDW Logistics LLC
66. Letter of Intent, dated July 18, 2011, by and between Toshiba American Information Systems, Inc. and Nexicore Services
67. Statement of Work, dated August 8, 2011, by and between Nexicore Services and CDW Logistics LLC
68. Six Continents Hotels, Inc. – Nexicore Services LLC Equipment Services Agreement, dated as of September 21, 2009, by and between Nexicore Services LLC and Six Continents Hotels, Inc., as amended by (a) that certain Addendum, effective April 1, 2011 and (b) that certain Amendment No. 1 to Addendum, dated April 15, 2011

69. Statement of Work, dated August 8, 2011, by and between CDW Logistics, Inc. and Nexicore Services
70. Statement of Work, dated February 10, 2011, by and between CDW Logistics, Inc. and Nexicore Services
71. Statement of Work – No. 1; Depot Repair Services, dated February 25, 2009, by and between Nexicore Service and Staples, as amended by that certain Addendum #1 dated September 14, 2011
72. Copier Lease, undated, by and between Minolta Business Solutions and Hartford Computer
73. Copier Lease, executed April 15, 2008, by and between S.M.A.R.T. Solutions, Konica Minolta Business Solutions USA Inc., Citicorp Vendor Finance, Inc. and Hartford Computer Group, Inc.
74. Image Management Agreement, dated September 22, 2005, by and between IKON Financial Services and Hartford Computer Group, Inc.
75. Sales Order / Service Order, dated September 1, 2010, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and IKON Office Solutions, Inc.
76. Lease Agreement, dated September 1, 2010, by and between Hartford Computer Group, Inc. and Ikon Financial Services
77. Equipment Removal Authorization, dated September 20, 2010, by and between Hartford Computer Group, Inc. and Ikon Financial Services
78. Leaf Lease Agreement, executed November 8, 2010, by and between Nexicore Services, LLC and LEAF Funding, Inc.
79. Pitney Bowes Contract # 609144 T (Agreement #873516), executed January 8, 2009, by and between Nexicore Services and Pitney Bowes
80. Pitney Bowes Lease; Pitney Bowes Global Financial Services LLC Lease Terms and Conditions, dated September 10, 2009, by and between Nexicore Services LLC and Pitney Bowers
81. Pitney Bowes Lease Terms and Conditions, executed November 21, 2008, by and between Nexicore Services and Pitney Bowes
82. Sonitrol Client Agreement Number L 55171, executed January 28, 2008, by and between Nexicore Services and Sonitrol Corporation d/b/a Sonitrol of Tampa
83. Installation and Service Agreement, dated December 1, 2009, by and between Stanley Convergent Security Solutions, Inc. and Nexicore Services

84. Use of Sony FedEx Account Number, dated October 16, 2008, by and between Sony Electronics Inc. and the Nexicore Services division of Hartford Computer Group, Inc.
85. FedEx Pricing Agreement, effective within five days of December 26, 2008, by and between Hartford Computer Group, Inc. and FedEx, as amended on December 9, 2008
86. Carrier Agreement, effective as of April 27, 2009, by and between Nexicore and United Parcel Service Inc.
87. Customer Commitment Agreement for Express Mail & Priority Mail Commercial Plus Pricing, dated March 31, 2011, by and between Nexicore Services and United States Postal Service
88. Vertex, Inc. Software License Agreement, effective as of July 26, 2010, by and between Vertex, Inc. and Hartford Computer Group, Inc. d/b/a Nexicore Services
89. Hartford Computer Group Proposal 37724, dated May 25, 2011, by and between Hartford Computer Group, Inc. and Xclutel Communications
90. Xclutel High Speed Data Service Service Level Agreement, undated, by and between Xclutel Network and Hartford Computer Group, Inc.
91. Network Service Agreement, effective as of May 26, 2011, by and between Xclutel, LLC and Hartford Computer Group, Inc.
92. Xclutel Voice Service Level Agreement, undated, by and between Xclutel, LLC and Hartford Computer Group, Inc.
93. Software License Terms and Conditions, executed October 7, 2010, by and between Vanguard Network Solutions, LLC and Nexicore Services
94. Mutual Non-Disclosure Agreement, dated May 22, 2009, by and between Nexicore Services and Acer America Corporation
95. Mutual Nondisclosure Agreement, dated December 30, 2008, by and between Alorica Inc. and Nexicore
96. Mutual Non-Disclosure Agreement, dated May 14, 2010, by and between American Express Travel Related Services Company, Inc. and Hartford Computer Group, Inc.
97. Mutual Nondisclosure Agreement, dated March 24, 2009, by and between AMT Warranty Corporation and Nexicore Services, Inc.
98. Mutual Nondisclosure Agreement, dated January 24, 2008, by and between AmTrust North America and Nexicore

99. Non-Disclosure Agreement, dated February 13, 2009, by and between Asurion Corporation and Nexicore
100. Non-Disclosure – Reciprocal, dated May 28, 2008, Nexicore Services, a division of Hartford Computers, Inc. and AT&T Services, Inc.
101. Nexicore Services Mutual Nondisclosure Agreement, undated, by and between Nexicore Services and Audio Video Repair Center
102. Non Disclosure Agreement, dated May 19, 2011, by and between Avnet Electronics Marketing, a Group of Avnet, Inc. and Nexicore Services
103. Request for Proposal Confidentiality Agreement, executed January 8, 2010, by and between Best Buy Enterprise Services, Inc. and Nexicore Services
104. Confidentiality Agreement Request for Proposal, Information or Quote, dated April 13, 2011, by and between Best Buy Enterprise Services, Inc. and Nexicore Services
105. Mutual Nondisclosure Agreement, dated September 7, 2010, by and between Chartis Warranty Services, Inc. and Nexicore Services
106. Confidentiality Agreement, dated August 11, 2010, by and between Conn's, Inc. and Nexicore
107. Mutual Non-Disclosure Agreement, dated January 7, 2010, by and between DecisionOne Corporation and Nexicore Services
108. Standard Non-Disclosure Agreement, dated July 2, 2009, by and between Dell Inc. and Nexicore Services
109. Mutual Non-Disclosure Agreement, dated October 22, 2010, by and between Nexicore Services Inc. and Encompass Parts Distributions, Inc.
110. Nondisclosure Agreement, executed July 29, 2009, by and between Nexicore Inc. and Flextronics International USA, Inc.
111. Confidentiality and Nondisclosure Agreement, dated September 21, 2009, by and between Second Rotation, Inc. (AKA Gazelle) and Nexicore Services
112. Confidentiality Agreement, dated May 12, 2010, by and between General Electric Company, acting solely on behalf of and through its GE Consumer & Industrial business component, and Nexicore
113. Mutual Non-Disclosure Agreement, dated October 18, 2010, by and between Nexicore Services, Inc. and Hisense USA
114. Confidentiality Agreement, dated July 16, 2010, by and between Ingram Micro Inc. and Nexicore Services

115. Non-Disclosure Agreement, dated October 28, 2008, by and between Jabil Circuit, Inc. and Nexicore Services
116. Business Associate Agreement, executed April 8, 2011, by and between Loyola University Medical Center and Hartford Computer Inc. d/b/a Nexicore Services
117. Confidentiality and Nondisclosure Agreement, dated September 17, 2010, by and between Hartford Computer Group, Inc. and Luis-Tiberian Group Inc.
118. Mutual Non-Disclosure Agreement, effective February 1, 2011, by and between Nexicore Services, Inc. and Millennium Technology Group LLC
119. Confidentiality Agreement, effective as of April 1, 2008, by and between National Parts Depot, Inc. and Nexicore Services
120. Mutual Nondisclosure Agreement, effective August 13, 2009, by and between NCR Corporation and Nexicore Services
121. NEC General Confidentiality Agreement, effective April 15, 2011, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and NEC Corporation of America
122. Mutual Non-Disclosure Agreement, dated July 27, 2009, by and between ORCS Web, Inc. and Nexicore
123. Confidential Disclosure Agreement, executed July 1, 2009, by and between Parts Now! LLC and Nexicore, Inc.
124. Non-Disclosure and Confidentiality Agreement, executed July 27, 2009, by and between Peak 10, Inc. and Nexicore
125. Non-Disclosure and Confidentiality Agreement, effective September 7, 2010, by and between Peer 1 Network (USA), Inc. d/b/a Peer 1 Hosting and Nexicore Services
126. Non-Disclosure Agreement, effective July 24, 2009, by and between Pitney Bowes Inc. and Nexicore Services
127. Mutual Non-Disclosure Agreement, dated July 22, 2010, by and between Promethean Inc. and Nexicore Services
128. Mutual Non-Disclosure Agreement, executed November 5, 2010, by and between Nexicore and PS2
129. Confidentiality Agreement, dated April 27, 2009, by and between ServiceBench, Inc. and Nexicore Services
130. Confidentiality/Non-Disclosure Agreement, effective January 19, 2011, by and between Sharp Electronics Corporation and Nexicore Services

131. Mutual Non-Disclosure Agreement, dated August 4, 2008, by and between Nexicore Services and Supply Chain Alliance, Inc.
132. Non-Disclosure Agreement, effective October 28, 2009, by and between SupportSoft, Inc. and Nexicore Services
133. Technology Integration Group Mutual Non-Disclosure Agreement, effective April 27, 2011, by and between PC Specialists d/b/a Technology Integration Group and Nexicore Services
134. Statement of Work – Onsite Desktop Repair Services, dated April 2, 2008, by and between Nexicore Services and Warranty Corporation of America
135. Nexicore Services Mutual Nondisclosure Agreement, undated, Nexicore Services and Teknowledgies LLC
136. Teleplan Reciprocal Non-Disclosure Agreement, undated, by and between Teleplan International and Hartford Computer Group, Inc. d/b/a Nexicore Services
137. Confidentiality Agreement, effective February 28, 2011, by and between Time Warner Cable Inc. and Hartford Computer Group, Inc. d/b/a Nexicore Services
138. Non Disclosure Agreement, dated November 6, 2009, by and between Tolt, LLC and Nexicore Services
139. Mutual Confidentiality and Non-Disclosure Agreement, effective March 2, 2011, by and between Troxell Communications, Inc. and Nexicore Services
140. Nondisclosure Agreement, executed June 9, 2008, by and between uBid.com Holdings, Inc. and Hartford Computer Inc. c/o Nexicore Services
141. Confidentiality Agreement, executed June 2, 2011, by and between Sunrise Bidders d/b/a Ubid Holdings, Inc. and Harford Computer Group, Inc. d/b/a Nexicore Services
142. Webroot Mutual Non-Disclosure Agreement, effective August 26, 2009, by and between Webroot Software, Inc. and Nexicore Services
143. RadioShack Corporation Mutual Non-Disclosure Agreement, dated July 15, 2008, by and between RadioShack Corporation and Nexicore Services
144. Confidentiality and Non-Disclosure Agreement, effective July 6, 2007, by and between Hartford Computer Group, Inc. d/b/a Nexicore Services and SupportSoft, Inc.
145. Non-Disclosure Agreement, dated August 7, 2007, by and between Toshiba America Information Systems, Inc. and Nexicore Services

146. Mutual Non-Disclosure Agreement, effective November 27, 2007, by and between Warranty Corporation of America and Nexicore Services, LLC
147. Nexicore Mutual Non-Disclosure Agreement, dated May 4, 2007, by and between Nexicore Services and Warrantech Consumer Product Services
148. Nondisclosure Agreement, executed August 1, 2011, by and between Nexicore Services and Flextronics
149. Mutual Non-Disclosure Agreement, dated August 1, 2011, by and between Nexicore Services Inc. and TKO Electronics
150. Non Disclosure Agreement, dated May 16, 2008, by and between Avnet Electronics Marketing, a Group of Avnet, Inc. and Nexicore Services
151. Confidentiality Agreement, dated March 21, 2011, by and between Hartford Computer Group, Inc. and Avnet, Inc.
152. Mutual Non-Disclosure Agreement, dated August 17, 2011, by and between STAPLES and Hartford Computer Group, Inc. O/A Nexicore Services
153. Independent Sales Representative Agreement, dated June 1, 2011, by and between Strategic Sales Group, LLC and Nexicore Services
154. Independent Contractor Agreement, dated August 23, 2011, by and between Heartland Label Printers, Inc. d/b/a Heartland Business Systems and Nexicore Services
155. Nexicore Services Recruiting Consultant Agreement, effective as of August 22, 2011, by and between Vince LoBosco and Nexicore Services
156. Letter Agreement re: Preparation of Tax Returns for Nexicore, dated August 23, 2011, by and between J.H Cohn LLP and Hartford Computer Group, Inc.
157. PC Parts Distributor Agreement, dated April 1, 2009, by and between Sony Service Company, a division of Sony Electronics, Inc. and Hartford Computer Group, Inc.
158. Statement of Work, dated September 12, 2011, by and between Barrister Global Services Network, Inc. and Nexicore Services
159. Livescribe Inc. Authorized Reseller Program, executed September 27, 2011, by and between Hartford Computer Group, Inc. and Livescribe Inc.
160. Mutual Nondisclosure Agreement, dated September 19, 2011, by and between SQUARETRADE, Inc. and Nexicore Services

161. Mutual Non-Use & Non-Disclosure, Non-Competition, and Non-Solicitation Agreement, dated September 22, 2011, by and between Nexicore Services and Barrister Global Services Network, Inc.
162. Mutual Non-Disclosure Agreement, dated September 21, 2011, by and between Samsung Electronics America, Inc. and Nexicore Services
163. Carrier Agreement, executed August 19, 2011, by and between United Parcel Service, Inc. and Nexicore Services, as amended by that certain Addendum executed September 22, 2011
164. UPS Advisory and Technical Support Services Agreement, executed August 25, 2011, by and between United Parcel Service General Services Co. and Nexicore
165. Statement of Agreed Pricing, undated, by and between Nexicore Services and UPS Freight
166. Letter Agreement re: Letter of Understanding for the Eastern Suffolk BOCES RFQ #12-19-1027, dated October 20, 2011, by and between Nexicore Services and CDW Logistics, Inc.
167. Statement of Work #5, dated October 1, 2011, by and between Office Depot, Inc. and Hartford Computer Group, Incorporated d/b/a Nexicore Services
168. Authorized Service Provider Agreement, effective October 12, 2011, by and between Toshiba America Information Systems, Inc. and Nexicore Services
169. Confidentiality Agreement by and between Best Buy Enterprise Services, Inc. and Hartford Computer Group d/b/a Nexicore Services
170. Letter Agreement, dated March 21, 2011, by and between Bramasol, Inc. and Hartford Computer Group, Inc.
171. Enterprise Support Schedule, effective March 21, 2011, by and between Hartford Computer Group, Inc. and Bramasol, Inc.
172. Software License Agreement, effective March 21, 2011, by and between Bramasol, Inc. and Hartford Computer Group, Inc., as amended by that certain Appendix 1 effective March 21, 2011
173. Vendor Agreement, effective October 3, 2011, by and between Nexicore Services and SYX Distribution Inc., as amended by that certain Addendum dated October 3, 2011
174. Non-Disclosure Agreement, effective November 29, 2011, by and between Nexicore Services and InnoVest Group, L.C.

Schedule 2.1(h)(i)

Canadian Assets; Consents and Permits

1. Revenue Canada
 - a. Account number 885386557RC0001
2. British Columbia
 - a. Business number 885386557BT0001
 - b. Registration R461031
3. Ontario
 - a. Business name registration 211095534
 - b. Tax account 885386557TR0001
4. Quebec
 - a. Company number 1165122012

Schedule 2.1(h)(ii)

US Assets; Consents and Permits

1. City of Simi Valley Business Tax Certificate
2. Business License 2011, Village of Schaumburg

Schedule 2.1(o)(i)

Canadian Assets; Transferred Facilities

Industrial Lease Agreement – Net Rent, dated November 3, 2011, by and between 45 West Wilmot Street, Inc. and Hartford Computer Group, Inc.

Schedule 2.1(o)(ii)

US Assets; Transferred Facilities

1. Amended and Restated Lease, dated March 25, 2005, by and between Strategic Performance Fund – II, Inc. and Hartford Computer Group, Inc., as amended by (a) that certain First Amendment to Lease, dated June 3, 2010 and (b) Second Amendment to Lease, dated February 17, 2011
2. Commercial Lease, dated May 13, 2011, by and between Harford Computer Group and 1207 Remington L.L.C.
3. Standard Form of Store Lease, dated March 30, 2011, by and between CIAMPA M4, LLC and Hartford Computer Group, Inc.
4. Lease Agreement, dated January 27, 2009, by and between MP Trinity Exchange and Nexicore Services, Inc.
5. Sublease Agreement, effective February 1, 2012, by and between 3M Company, a Delaware corporation, and Hartford Computer Group, Inc., a Delaware corporation doing business as Nexicore Services.

Schedule 2.1(p)(i)

Canadian Assets; Miscellaneous

None.

Schedule 2.1(p)(ii)

US Assets; Miscellaneous

None.

Schedule 2.2(o)

Excluded Assets: Maryland Division

1. The following fixed assets:
 - a. Laptops –
 - i. 2 Probook 5310m. Nexicore services. Tag. F01445
 - ii. 2 HP Slate Lenovo X201
 - b. Hp Desktop 5000 Columbia
 - c. Printers
 - i. 2 HP photosmart printers
 - ii. HP Officejet 6500 Wireless
 - iii. HP 4435s
 - iv. Hp Laser M3027x mfp
 - v. Hp 8000 Professional
 - vi. Hp Laserjet CM1312
 - d. Displays
 - i. 2 Viewsonic Monitors
 - ii. 1 Hp Touchsmart Display
 - e. Phone numbers
 - i. (410) 740-3020
 - ii. (410) 740-8732
 - iii. (847) 874-6712
 - iv. (224) 836-3385
 - v. (847) 934-4301
 - vi. (800) 680-4424
 - vii. (800) 370-5849

- f. Office furniture located at 10480 Little Patuxent Parkway, Suite 400, Columbia, Maryland and used in connection with the Maryland Division
- g. Additional computer equipment located in Chicago
 - i. 2 PCs
 - (1) Carol Huff HP PC P/N 268616-001
 - (2) Jenny Fisher HP PC P/N 268621-001
 - ii. Printer – HP M3035XS Fax Printer, Part CC477A
 - iii. 2 tall black filing cabinets
- 2. All marketing material created for Maryland Division
- 3. HCGI domain name (<http://www.hcgi.com>)
- 4. The following contracts:
 - a. Hardware and Associated Equipment and Services Contract with Hartford Computer Group, Inc. awarded 10/01/07 BPO #060B9800013 (see <http://doit.maryland.gov/contracts/Pages/ContractLibraryHardware.aspx>)
 - b. Commercial Off-the-Shelf Software Contract awarded 9/12/07 BPO #060B9800011 (see <http://doit.maryland.gov/contracts/Pages/ContractLibraryCOTS.aspx>)
 - c. Maryland Enterprise Agreement for the Procurement and/or Lease of Microcomputer Hardware, PCs, Laptops, Servers and Services dated April 19, 2007, between The University System of Maryland on behalf of Maryland Enterprise Education Consortium and Hartford Computer (RFP USM2007-12) (Contact: Valerie Rollandelli)
 - d. Montgomery County, Maryland, Department of Technology Services, Information Technology Commodities Contract with Hartford Computer Government, Inc. (RFP #7345000068) (Contact: Mike Melvin)
- 5. Those seller receivables set forth in the attachment hereto.



Accounts Receivable For November 22, 2011

Customer	Unapplied Cash	Invoice Count	0-30 Days	30-60 Days	60-90 Days	90-120 Days	120+ Days	Balance
ADMIN OFFICE OF THE COURTS Sharon Hoff a-p supe ./1001115	-	2	474.99	-	-	-	-	474.99
ANNE ARUNDEL CTY PUBLIC SCHOOLS ATTN: Connie ./1005780	-	31	24,146.00	3,940.00	2,127.00	-	-	30,213.00
BD OF EDUCATION WASHINGTON COUNTY SUSAN FORD ./1007726	-	29	4,588.00	1,136.00	-	-	-	5,724.00
BRYN MAWR SCHOOL LYNN BYANK/4000041	-	2	285	1,524.00	-	-	-	1,809.00
CAPITOL COLLEGE Teresa A/P ./1009386	-	4	653	10,920.00	-	-	-	11,573.00
DEPT OF BUSINESS & ECONOMIC DEVELOPMENT -ATTN: A /1008602	-	1	365	-	-	-	-	365.00
DEPT OF NATURAL RESOURCES MONA LOUGH/ACCTS PAY ./1001106	-	1	108	-	-	-	-	108.00
DHMH ATTN: Elaine ./1001276	-	1	0	3,288.00	-	-	-	3,288.00
DPSCS IT & CD ITCD FINANCIAL ./1000182	-	1	3,339.00	-	-	-	-	3,339.00
DTS-ENTERPRISE INFRASTRUCTURE DIV JOHN CASTNER 3RD FLOOR/4000044	-	1	463	-	-	-	-	463.00
FREDERICK CO PUBLIC SCHOOLS ACCOUNTS PAYABLE HEINER/3001325	-	26	7,415.91	-	-	-	-	7,415.91
FREDERICK COMMUNITY COLLEGE ACCOUNTS PAYABLE/4000061	-	1	20,622.00	-	-	-	-	20,622.00
FRIENDS SCHOOL OF BALTIMORE JEANNE PHIZACKLEA /4000068	-	4	939	220.00	-	-	-	1,159.00
HARFORD COUNTY GOVERNMENT Brad Burgess /4000092	-	4	15,774.00	-	-	-	-	15,774.00
HOOD COLLEGE ACCOUNTS PAYABLE /4000114	-	1	589	-	-	-	-	589.00
HOWARD COUNTY PUBLIC SCHOOL SYS ATTN: ACCOUNTS PAYAB ./1002332	-	5	11,034.00	-	-	-	-	11,034.00
JUDICIAL INFORMATION SYSTEMS Attn: THERESA NUDELL TIN# 36- 2973523/3000867	-	2	2,094.00	-	-	-	-	2,094.00
KENNEDY KRIEGER INSTITUTE ACCOUNTS PAYABLE /4000104	-	9	9,270.00	-	-	-	-	9,270.00
LOYOLA BLAKEFIELD TREASURER ./4000059	-	4	3,050.00	-	-	-	-	3,050.00
MARYLAND DEPT. OF ENVIRONMENT ACCOUNTS PAYABLE ./1009432	-	1	272	-	-	-	-	272.00
MD NATIONAL CAPITAL PARK & PLANNING ACCOUNTS PAYABLE DEPARTMENT OF FINANC/1009682	-	2	3,132.00	-	-	-	-	3,132.00
MONTGOMERY COLLEGE Quynh Chau ./1001317	-	9	6,948.00	1,438.00	1,357.00	-	-	9,743.00
MONTGOMERY COUNTY GO Karen Lamb/4000031	-	2	2,677.00	-	-	-	-	2,677.00
MONTGOMERY COUNTY PUBLIC SCHOOLS ATTN: ACCOUNTS PAYAB ./1006248	156.00	4271	100,476.12	51,081.84	464.00	5,675.00	-	157,540.96
ONE TIME CUSTOMER ATTN: ACCTS PAYABLE ./2000010	-	5	15,000.00	-	-	-	-	15,000.00
PENN DELCO SCHOOL ADMIN BLDG PENN DELCO SCHOOL/4000117	-	10	5,165.00	-	-	-	-	5,165.00
PRINCE GEORGE&039;S CO GOVERNMENT LAURA LEE - OITC/4000021	-	9	8,731.00	-	-	-	-	8,731.00
PRINCE GEORGES CO SCHOOLS Allison Chung-A/P ./1001701	-	27	11,192.00	1,632.00	-	-	-	12,824.00
ROLAND PARK COUNTRY SCHOOL ROLAND PARK COUNTRY SCHOOL/4000080	-	1	5,366.00	-	-	-	-	5,366.00

Customer	Unapplied Cash	Invoice Count	0-30 Days	30-60 Days	60-90 Days	90-120 Days	120+ Days	Balance
SHEPPARD PRATT HEALTH SYSTEMS ATTN: ACCOUNTS PAYAB /4000075	-	1	696	-	-	-	-	696.00
STATE OF MD TREASURER&039;S OFFICE JUDY SMITH/4000069	-	1	0	-	7,121.00	-	-	7,121.00
STATE POLICE DEPT OF RON CAELBAUCH ./1001090	-	1	40,598.00	-	-	-	-	40,598.00
STEVENSON UNIVERSITY ACCOUNTS PAYABLE /4000054	-	24	20,948.00	1,578.00	-	-	-	22,526.00
TRANSPORTATION DEPT OF Rob West/Jerome Hill ./1001141	-	3	22,612.00	25,542.00	-	-	-	48,154.00
U OF MD AT COLLEGE PARK ATTN: ACCOUNTS PAYAB ./1001140	-	4	12,462.00	-	-	-	-	12,462.00
UNIV OF MD UNIV COLLEGE (UMUC) ATTN: ACCOUNTS PAYAB ./1005957	-	1	1,894.00	-	-	-	-	1,894.00
UNIVERSITY OF MD MEDICAL DONATA MOORING/4000079	3,837.00	7	0	-	-	-	-	(3,837.00)
WORKERS COMPENSATION COMMISSION CHRISTEL SURDOKAS ./1000407	-	1	0	98.00	-	-	-	98.00
	(3,993.00)		363,379.02	102,397.84	11,069.00	5,675.00		478,527.86

Schedule 2.2(g)

Excluded Assets

1. Bank of America Account #0055 0830 9606
2. Hartford Computer Group and associated U.S. Registration No. 2236684



Schedule 2.4

Excluded Liabilities

None.

Schedule 4.5

Seller Governmental Authorizations and Consents

None.

Schedule 4.6

Financial Statements

See attached.

December 31, 2008
Year-End Financial Statements

**Hartford Computer Group, Inc.
and Subsidiaries**

Report on Consolidated Financial Statements

Year Ended December 31, 2008

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Report of Independent Public Accountants

To the Stockholders and Board of Directors
Hartford Computer Group, Inc.

We have audited the accompanying consolidated balance sheet of Hartford Computer Group, Inc. and Subsidiaries as of December 31, 2008, and the related consolidated statements of operations, stockholders' deficit and cash flows for the year then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Hartford Computer Group, Inc. and Subsidiaries as of December 31, 2008, and their results of operations and cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

J.H. Cohn LLP

Los Angeles, California
March 29, 2010

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET

December 31, 2008
(In thousands, except share data)

ASSETS

CURRENT ASSETS

Cash	\$ 1,189
Restricted cash	1,800
Accounts receivable, net	5,388
Inventories	3,616
Prepaid and other current assets	<u>542</u>

Total current assets 12,535

PROPERTY AND EQUIPMENT, net 424

OTHER ASSETS 244

\$ 13,203

See notes to consolidated financial statements

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET

December 31, 2008
 (In thousands, except share data)

LIABILITIES AND STOCKHOLDERS' DEFICIT

CURRENT LIABILITIES

Line of credit	\$ 954
Accounts payable	2,172
Accrued expenses and other liabilities	6,108
Deferred revenues	336
Accrued interest - related parties	19,079
Notes payable - related parties	<u>27,666</u>
Total current liabilities	56,315

DEFERRED RENTS

	<u>183</u>
Total liabilities	<u>56,498</u>

COMMITMENTS AND CONTINGENCIES

STOCKHOLDERS' DEFICIT

Series A preferred stock, \$0.001 par value:	
Authorized - 1,000,000 shares	
Issued and outstanding - 598,000 shares	1
Liquidation preference of \$5,980,000	
Common stock, \$0.001 par value:	
Class A - Authorized 10,000,000 shares,	
Issued and outstanding 4,800,000 shares	
Class B - Authorized 10,000,000 shares,	
Issued and outstanding 4,800,000 shares	
Class C - Authorized 5,000,000 shares,	11
Issued and outstanding 1,390,636 shares	
Additional paid-in capital	48,809
Accumulated deficit	(91,838)
Accumulated other comprehensive loss - foreign currency translation	<u>(278)</u>
	<u>(43,295)</u>
	<u>\$ 13,203</u>

See notes to consolidated financial statements

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF OPERATIONS

For the year ended December 31, 2008

(in thousands)

Revenues	\$	66,858
Cost of revenues		<u>46,799</u>
Gross profit		20,059
Operating expenses		18,394
Income from operations		<u>1,665</u>
Other income (expense):		
Interest expense		(6,851)
Interest income		65
Other expense, net		<u>(37)</u>
		<u>(6,823)</u>
Loss before provision for income taxes		(5,158)
Provision for income taxes		(5)
NET LOSS	\$	<u><u>(5,163)</u></u>

See notes to consolidated financial statements

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
 CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIT
 For the year ended December 31, 2008
 (In thousands, except share data)

	Series A preferred stock		Common stock		Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount				
Balance, January 1, 2008	598,000	\$ 1	10,990,636	\$ 11	\$ 48,809	\$ (86,675)	\$ (32)	\$ (37,886)
Comprehensive loss:								
Net loss						(5,163)		(5,163)
Foreign currency translation adjustment							(246)	(246)
Total comprehensive loss							(278)	(5,409)
Balance, December 31, 2008	598,000	\$ 1	10,990,636	\$ 11	\$ 48,809	\$ (91,838)	\$ (278)	\$ (43,295)

See notes to consolidated financial statements

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
 For the year ended December 31, 2008
 (In thousands)

Cash flows from operating activities:	
Net loss	\$ (5,163)
Adjustments to reconcile net loss to net cash used in operating activities:	
Depreciation and amortization	164
Bad debt expense	57
Changes in operating assets and liabilities:	
Accounts receivable	(201)
Inventories	(831)
Prepaid expenses and other current assets	128
Other assets	(93)
Accounts payable	635
Accrued expenses and other current liabilities	(1,871)
Deferred revenues	336
Deferred rents	(48)
Accrued interest - related parties	<u>6,481</u>
Net cash used in operating activities	<u>(406)</u>
Cash flows from investing activities:	
Purchases of property and equipment	(248)
Restricted cash	<u>(300)</u>
Net cash used in investing activities:	<u>(548)</u>
Cash flows from financing activities:	
Net borrowings on line of credit	<u>323</u>
Effect of foreign exchange rates on cash	<u>31</u>
Net decrease in cash	(600)
Cash at beginning of year	<u>1,789</u>
Cash at end of year	<u>\$ 1,189</u>
Supplemental disclosure of cash flow information:	
Cash paid during the year for interest	<u>\$ 306</u>

See notes to consolidated financial statements

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2008
(In thousands)

NOTE A – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Hartford Computer Group, Inc. and Subsidiaries (collectively the “Company”) is a full cycle computer reseller engaged in depot repair of laptop computers, onsite repair of desktop computers, sale of computer hardware and software, and the sale of computer parts. The Company sells its products and services to a wide range of customers throughout the United States and Canada.

Hartford Computer Group, Inc. (“Hartford”), dba Nexicore Services in the United States and Canada, was incorporated in Illinois in 1978 and was later reorganized as a Delaware corporation under the same name in 2005. Hartford has its headquarters in California, has a branch location in Canada, and sales offices in Illinois and Maryland.

Nexicore Services, LLC was organized in 2002 in Florida and is a wholly-owned subsidiary of Hartford. Nexicore Services, LLC’s facility is located in Florida where it houses the Company’s call center.

Hartford Computer Government, Inc. was incorporated in 2004 in Illinois and is a wholly-owned subsidiary of Hartford. Hartford Computer Hardware, Inc. was incorporated in 2005 in Illinois and is a wholly-owned subsidiary of Hartford.

Liquidity

As of December 31, 2008, the Company has negative working capital, with a significant portion of its current liabilities related to notes payable to related parties (see Note E). These notes are effectively due on demand but to date, the lenders have not demanded repayment of the principal or unremitted accrued interest.

Principles of Consolidation

The consolidated financial statements include the accounts of Hartford, Hartford Computer Government, Inc., Hartford Computer Hardware, Inc., and Nexicore Services, LLC. All material intercompany balances and transactions have been eliminated in consolidation.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2008
(In thousands)

NOTE A – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Foreign Currency Translation

The financial statements of Nexicore Services in the Company's Canada division are translated into United States dollars, in accordance with Statement of Financial Accounting Standards ("SFAS") No. 52, "Foreign Currency Translation", using current and historical exchange rates, as appropriate. The functional currency is the Canadian dollar and, accordingly, foreign currency translation adjustments should be included as a component of accumulated other comprehensive loss in the consolidated statement of stockholders' deficit. Translation losses for the year ended December 31, 2008 were \$246. Any gains or losses resulting from foreign currency transactions are reflected in the consolidated statement of operations for the period in which they occur. Transaction losses for the year ended December 31, 2008 totaled \$187 and are included in other expense in the accompanying consolidated statement of operations.

Restricted Cash

The Company's restricted cash of \$1,800 as of December 31, 2008 is used to secure the letters of credit that the Company has with a bank (see Note D).

Inventories

Inventories are comprised primarily of finished goods and are stated at the lower of cost (moving weighted average) or market.

Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization of property and equipment are computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of their useful lives or the remaining lease term.

Expenditures for major renewals and improvements that extend the useful lives of property and equipment are capitalized. Expenditures for repairs and maintenance are charged to expense as incurred.

Revenue Recognition

Service revenues – The Company recognizes service revenues upon completion of the service event. Service revenues for the year ended December 31, 2008 were approximately \$55,000.

Hardware revenues - The Company recognizes revenues from the sales of packaged hardware and software when title and risk of loss transfers to the customer, which is generally upon shipment. Hardware revenues for the year ended December 31, 2008 were approximately \$11,900.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2008
(In thousands)

NOTE A – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

All revenues are recorded net of sales taxes.

The Company recorded deferred revenues of \$336 at December 31, 2008 related to one purchase contract with a governmental body. The deferred revenues represent installation, training, and other services that were completed in 2009.

Income Taxes

The Company accounts for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes" ("SFAS 109"). Under SFAS 109, income taxes are recognized for the amount of taxes payable or refundable for the current year and deferred tax liabilities and assets are recognized for the future tax consequences of transactions that have been recognized in the Company's financial statements or tax returns. A valuation allowance is provided when it is more likely than not that some portion or all of the deferred tax asset will not be realized.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Long Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability is measured by comparison of the asset's carrying amount to the future net cash flows the asset is expected to generate. If an asset is considered to be impaired, the impairment to be recognized is measured by the amount at which the carrying amount of the asset exceeds its fair value. During the year ended December 31, 2008, no impairment was recognized.

Shipping Costs

For the year ended December 31, 2008, the Company billed freight-out to customers in the amount of \$227, which are included in revenues, and costs incurred for freight-out were \$2,591, which were included in cost of revenues.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2008
(In thousands)

NOTE A – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

Advertising costs are expensed as incurred. Advertising expense was \$5 for the year ended December 31, 2008.

Deferred Rents

The Company's operating leases for its California, Florida, and Canada facilities include scheduled rent increases. In accordance with accounting policies generally accepted in the United States, the Company has accounted for these leases to provide straight-line charges to operations over the lives of the leases.

New Accounting Pronouncement

In June 2006, Financial Accounting Standards Board ("FASB") Interpretation No. 48 ("FIN 48"), "Accounting for Uncertainty in Income Taxes - An Interpretation of SFAS No. 109," was issued. FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with SFAS 109. FIN 48 also prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In addition, FIN 48 provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. FASB Staff Position ("FSP") FIN 48-3 deferred adoption for most nonpublic enterprises to annual periods beginning after December 15, 2008. The Company, pursuant to the FSP, elected to defer its application until its required effective date of January 1, 2009. The Company's policy for evaluating uncertain tax positions prior to the adoption of FIN 48 is based on management's estimate of whether it is reasonably possible that a liability has been incurred for unrecognized income tax benefits by applying SFAS No. 5, "Accounting for Contingencies". Management does not expect the adoption of FIN 48 to have a material effect on the consolidated financial condition or results of operations of the Company.

NOTE B – ACCOUNTS RECEIVABLE

Accounts receivable balances at December 31, 2008 are as follows:

	<u>2008</u>
Accounts receivable	\$ 5,868
Allowance for doubtful accounts and returns	<u>(480)</u>
	<u>\$ 5,388</u>

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2008
(In thousands)

NOTE C – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2008:

	<u>Useful Lives</u>	<u>2008</u>
Computer equipment and software	3 - 5 yrs	\$ 260
Automobiles	3 yrs	27
Leasehold improvements	3 – 10 yrs	216
Test equipment	1 – 5 yrs	196
Furniture and fixtures	5 – 7 yrs	<u>260</u>
		959
Less accumulated depreciation and amortization		<u>(535)</u>
		<u>\$ 424</u>

Depreciation and amortization expense associated with property and equipment was \$164 for the year ended December 31, 2008.

NOTE D – LINE OF CREDIT

Hartford Computer Government, Inc. and Hartford Computer Hardware, Inc. have a revolving credit facility with a finance company with a maximum credit limit of \$1,500 for inventory purchases. Invoices of authorized suppliers for inventory purchases made by the Company are paid directly by the finance company. Outstanding advances cannot exceed the lesser of the credit limit or borrowing base. Outstanding advances at December 31, 2008 were \$954.

Interest accrues when the Company defers payments to the finance company beyond the authorized suppliers' payment terms and is payable monthly at a base rate as determined by the finance company plus a finance rate of 8.4%. At December 31, 2008, the prevailing interest rate was 12.4%. Interest expense for the year ended December 31, 2008 is \$5. Annual fees for the credit facility are \$6.

Advances under the line of credit facility are collateralized by an irrevocable letter of credit of \$1,500 (see Note I).

The credit agreement includes provisions for reporting and financial covenants. Hartford Computer Government, Inc. and Hartford Computer Hardware, Inc. are not in compliance with these covenants as of December 31, 2008.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2008
(In thousands)

NOTE E -- NOTES PAYABLE - RELATED PARTIES

Notes payable – related parties are due to three of the Company’s stockholders and consist of the following:

Notes Payable-Senior Lender

Senior Lender note payable, bearing interest at prime (prime rate was 3.25% at December 31, 2008) plus 7.25%, original due date of December 31, 2006 and effectively due on demand, monthly interest payments at the prime rate were made in 2008. \$ 4,418

Term note A, bearing interest at prime (prime rate was 3.25% at December 31, 2008) plus a 9.0% margin and 2% default rate, original due date of May 9, 2008 and effectively due on demand. 9,579

Term note B, bearing interest at 11.0% plus 3% default rate, original due date of May 9, 2008 and effectively due on demand. 5,102

Term note C, bearing interest at prime (prime rate was 3.25% at December 31, 2008) plus 6.25% and effectively due on demand. 3,032

Term note D, bearing interest at 25.0% and effectively due on demand. 1,500

Term note E, bearing interest at 25.0% and effectively due on demand. 2,000

Promissory note payable bearing interest at 8%, original due date of June 1, 2005 and effectively due on demand, unsecured and subordinated to the Senior Lender. 869

Promissory note payable, bearing interest at 5%, original due date of June 1, 2005 and effectively due on demand, unsecured and subordinated to the Senior Lender. 1,166

\$ 27,666

Interest expense on these notes for the year ended December 31, 2008 is \$6,747 and accrued interest on these notes totaled \$19,079 at December 31, 2008.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2008
(In thousands)

NOTE F – INCOME TAXES

The Company is delinquent in filing its federal and various states' income tax returns since 2004 and is currently in the process of preparing these delinquent income tax returns. The Company expects to owe penalties and interest but is currently unable to estimate these amounts.

The Company has recorded a provision of approximately \$5 for the year ended December 31, 2008 that primarily represents the minimum state income taxes

As of December 31, 2008, the Company's deferred income tax assets total approximately \$35,000 which are primarily comprised of federal and state net operating loss carryforwards and accrued interest to related parties, and for which there is a full valuation allowance. The federal and state net operating loss carryforwards expire at various dates through 2028. The valuation allowance increased by approximately \$2,000 during the year ended December 31, 2008.

NOTE G – CONTINGENT LIABILITIES

In the ordinary course of conducting its business, the Company becomes involved in various lawsuits and administrative proceedings. Some of these proceedings may result in fines, penalties, or judgments being assessed against the Company which, from time to time, may have an impact on earnings for a particular period. The Company has been a party to several lawsuits some of which have settled over the previous years. As of December 31, 2008, the Company was aware of three remaining lawsuits: (1) the first one the Company began settlement proceedings prior to 2008 and was subsequently settled in October 2009 for approximately \$300; (2) the second one the Company continues to defend and is able to reasonably estimate its costs; and (3) the third one the Company continues to defend but, along with legal counsel, is unable to determine the outcome and costs. It is the Company's policy to record liabilities for estimated legal fees and settlements in the period it determines that such amounts can be reasonably estimated. At December 31, 2008, the Company has a liability of \$1,253 related to such costs, which is included in accrued expenses and other liabilities in the accompanying consolidated balance sheet.

The Company is undergoing a sales tax audit by the State of California for the years 2005 through 2008. The Company has recorded a \$500 reserve as of December 31, 2008, included in accrued expenses and other liabilities in the accompanying consolidated balance sheet, based on its current assessment of the preliminary audit results, including any possible interest and penalties.

NOTE H – RETIREMENT PLAN

For United States employees, the Company sponsors a defined contribution plan under Section 401(k) of the Internal Revenue Code. The plan allows eligible employees the ability to defer a portion of their annual compensation up to the annual maximum amount allowable by law. The plan also allows for the Company to make discretionary contributions. The Company made no contributions to the plan during the year ended December 31, 2008.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2008
(In thousands)

NOTE I – COMMITMENTS

Operating Leases

The Company leases its California, Florida and Canada facilities under non-cancelable operating leases. During the year ended December 31, 2008, monthly payments for these facilities totaled approximately \$90 and the monthly payments increase at specified rates each year. These leases expire at various dates through December 2013. Under the terms of these leases, the Company is required to pay all utilities, real estate taxes, and insurance costs associated with the properties. The Company leases its Illinois and Maryland facilities under month-to-month lease agreements.

The Company leases certain equipment under several non-cancelable operating leases with aggregate monthly payments of approximately \$17. These leases expire at various dates through June 2014.

Rent expense under these leases totaled \$996 for the year ended December 31, 2008.

The following is a schedule of future minimum lease payments:

Years ending December 31,	
2009	\$ 1,373
2010	1,289
2011	650
2012	310
2013	186
Thereafter	<u>4</u>
	<u>\$ 3,812</u>

Letters of Credit

The Company has a \$1,500 irrevocable letter of credit facility with a bank that is used to secure advances on the line of credit facility (see Note D). This letter of credit is secured by a \$1,500 certificate of deposit with the same bank, included in restricted cash in the accompanying consolidated balance sheet, and expired on July 15, 2009. This letter of credit facility and certificate of deposit were subsequently renewed.

The Company has a \$300 standby letter of credit facility with a bank that is used to secure accounts payable to one of the Company's vendors. This letter of credit is secured by a \$300 certificate of deposit with the same bank, included in restricted cash in the accompanying consolidated balance sheet, and expired on May 13, 2009. This letter of credit facility and certificate of deposit were subsequently renewed.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2008
(In thousands)

NOTE J – CONCENTRATIONS OF RISK

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of cash and accounts receivable.

The Company maintains its cash balances in financial institutions located in the United States and Canada. The Company's cash balances located in the United States are insured by the Federal Deposit Insurance Corporation up to \$250 and cash balances located in Canada have no insurance coverage. At December 31, 2008, the Company's uninsured cash balances totaled approximately \$1,656.

Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base, their dispersion across different geographic areas, and generally short payment terms. In addition, the Company closely monitors the extension of credit to its customers while maintaining allowances for potential credit losses. On a periodic basis, the Company evaluates its trade accounts receivable and establishes an allowance for doubtful accounts, based on a history of past write-offs and collections and current credit considerations.

The Company made significant sales to two customers of approximately \$18,000 and \$12,000 during the year ended December 31, 2008 which collectively represented 45% of total revenues. Accounts receivable from two customers totaled approximately \$2,200 which represented 38% of total accounts receivable at December 31, 2008.

NOTE K – PREFERRED AND COMMON STOCK

Series A Preferred Stock

Holders of Series A Preferred Stock are entitled to elect 2 Directors to the Board of Directors. Upon liquidation, dissolution or winding-up of the Company, holders of Series A Preferred Stock are entitled to be paid out before holders of Common Stock at \$10.00 per share. Dividends are payable when declared by the Board of Directors.

Common Stock

The Company issued 3 classes of Common Stock:

- Class A – entitled to elect 5 Directors to the Board of Directors
- Class B – entitled to elect 1 Director to the Board of Directors
- Class C – entitled to elect 1 Director to the Board of Directors, pending approval of the majority of the other members of the Board of Directors

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2008
(In thousands)

NOTE K – PREFERRED AND COMMON STOCK (Continued)

Common Stock (Continued)

Upon liquidation, dissolution or winding-up of the Company, and after holders of Series A Preferred Stock have been paid out, any remaining assets will be paid out to holders of Class A, B, and C Common Stock on a pro-rata basis. The 2005 reorganization and merger agreement further provides that the aggregate amount of pay-out to holders of Class A and B Common Stock shall be paid based on a specific allocation schedule.

December 31, 2009
Year-End Financial Statements

**Hartford Computer Group, Inc.
and Subsidiaries**

Report on Consolidated Financial Statements

Years Ended December 31, 2009 and 2008

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Report of Independent Public Accountants

To the Stockholders and Board of Directors
Hartford Computer Group, Inc.

We have audited the accompanying consolidated balance sheets of Hartford Computer Group, Inc. and Subsidiaries as of December 31, 2009 and 2008, and the related consolidated statements of operations, stockholders' deficit and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Hartford Computer Group, Inc. and Subsidiaries as of December 31, 2009 and 2008, and their results of operations and cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note B to the consolidated financial statements, the Company has had recurring losses, deficit equity and negative working capital, which raises substantial doubt about its ability to continue as a going concern. Management's plans regarding this matter are also described in Note B. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The accompanying consolidated financial statements have been restated to reflect that the debt discussed in Note F is secured by substantially all the assets of the Company and that the Company was not in compliance with certain covenants for which it obtained a waiver.

J. H. Cohn LLP

Los Angeles, California

October 15, 2010

(except for Notes A and F, as to which the date is January 10, 2011)

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

December 31, 2009 and 2008
(In thousands, except share data)

	<u>2009</u>	<u>2008</u>
CURRENT ASSETS		
Cash	\$ 2,350	\$ 1,189
Restricted cash	2,231	1,800
Accounts receivable, net	6,948	5,388
Inventories	4,922	3,616
Prepaid expenses and other current assets	<u>763</u>	<u>542</u>
Total current assets	17,214	12,535
PROPERTY AND EQUIPMENT, net	424	424
OTHER ASSETS	<u>252</u>	<u>244</u>
	<u>\$ 17,890</u>	<u>\$ 13,203</u>

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

December 31, 2009 and 2008
 (In thousands, except share data)

LIABILITIES AND STOCKHOLDERS' DEFICIT

	<u>2009</u>	<u>2008</u>
CURRENT LIABILITIES		
Line of credit	\$ 543	\$ 954
Accounts payable	3,964	2,172
Accrued expenses and other liabilities	5,239	6,108
Deferred revenues	-	336
Accrued interest - related parties	26,271	19,079
Notes payable - related parties	<u>29,296</u>	<u>27,666</u>
Total current liabilities	65,313	56,315
DEFERRED RENTS	<u>207</u>	<u>183</u>
Total liabilities	<u>65,520</u>	<u>56,498</u>
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' DEFICIT		
Series A preferred stock, \$0.001 par value:		
Authorized - 1,000,000 shares		
Issued and outstanding - 598,000 shares		
Liquidation preference of \$5,980,000	1	1
Common stock, \$0.001 par value:		
Class A - Authorized 10,000,000 shares, Issued and outstanding 4,800,000 shares		
Class B - Authorized 10,000,000 shares, Issued and outstanding 4,800,000 shares		
Class C - Authorized 5,000,000 shares, Issued and outstanding 1,390,636 shares	11	11
Additional paid-in capital	48,809	48,809
Accumulated deficit	(95,858)	(91,838)
Accumulated other comprehensive loss - foreign currency translation	<u>(593)</u>	<u>(278)</u>
	<u>(47,630)</u>	<u>(43,295)</u>
	<u>\$ 17,890</u>	<u>\$ 13,203</u>

See notes to consolidated financial statements

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

For the years ended December 31, 2009 and 2008

(In thousands)

	<u>2009</u>	<u>2008</u>
Revenues	\$ 74,796	\$ 66,858
Cost of revenues	<u>52,041</u>	<u>46,799</u>
Gross profit	22,755	20,059
Operating expenses	<u>19,563</u>	<u>18,394</u>
Income from operations	<u>3,192</u>	<u>1,665</u>
Other income (expense):		
Interest expense	(7,557)	(6,851)
Interest income	25	65
Other income (expense), net	<u>328</u>	<u>(37)</u>
	<u>(7,204)</u>	<u>(6,823)</u>
Loss before provision for income taxes	(4,012)	(5,158)
Provision for income taxes	<u>(8)</u>	<u>(5)</u>
NET LOSS	<u>\$ (4,020)</u>	<u>\$ (5,163)</u>

See notes to consolidated financial statements

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT
 For the years ended December 31, 2009 and 2008
 (In thousands, except share data)

	Series A preferred stock		Common stock		Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Total stockholders' deficit
	Shares	Amount	Shares	Amount				
Balance, January 1, 2008	598,000	\$ 1	10,990,636	\$ 11	\$ 48,809	\$ (86,675)	\$ (32)	\$ (37,886)
Net loss for 2008						(5,163)	(246)	(5,163)
Foreign currency translation adjustment							(246)	(246)
Total comprehensive loss								(5,409)
Balance, December 31, 2008	598,000	1	10,990,636	11	48,809	(91,838)	(278)	(43,295)
Net loss for 2009						(4,020)		(4,020)
Foreign currency translation adjustment							(315)	(315)
Total comprehensive loss								(4,335)
Balance, December 31, 2009	598,000	1	10,990,636	11	48,809	(95,858)	(593)	(47,630)

See notes to consolidated financial statements

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the years ended December 31, 2009 and 2008
(In thousands)

	<u>2009</u>	<u>2008</u>
Cash flows from operating activities:		
Net loss	\$ (4,020)	\$ (5,163)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	191	164
Bad debt expense	124	57
Changes in operating assets and liabilities:		
Accounts receivable	(1,428)	(201)
Inventories	(1,022)	(831)
Prepaid expenses and other current assets	(193)	128
Other assets	5	(93)
Accounts payable	1,597	635
Accrued expenses and other liabilities	(1,161)	(1,871)
Deferred revenues	(336)	336
Deferred rents	18	(48)
Accrued interest - related parties	7,192	6,481
Net cash provided by (used in) operating activities	<u>967</u>	<u>(406)</u>
 Cash flows from investing activities:		
Purchases of property and equipment	(167)	(248)
Restricted cash	(431)	(300)
Net cash used in investing activities	<u>(598)</u>	<u>(548)</u>
 Cash flows from financing activities:		
Net (payments) borrowings on line of credit	(411)	323
Borrowings on notes payable - related parties	1,630	-
Net cash provided by financing activities	<u>1,219</u>	<u>323</u>
 Effect of foreign exchange on cash	<u>(427)</u>	<u>31</u>
 Net increase (decrease) in cash	1,161	(600)
 Cash at beginning of year	1,189	1,789
Cash at end of year	<u>\$ 2,350</u>	<u>\$ 1,189</u>
 Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	<u>\$ 365</u>	<u>\$ 306</u>
Cash paid during the year for income taxes	<u>\$ 8</u>	<u>\$ -</u>

See notes to consolidated financial statements

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009 and 2008
(In thousands)

NOTE A - DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Hartford Computer Group, Inc. and Subsidiaries (collectively the "Company") is an electronics repair company engaged in the reselling, whole unit depot repair, onsite services, and part repair/distribution for laptop computers, desktop computers, consumer gaming units, printers, flat screen televisions, and other consumer and commercial electronics. The Company's customers are located throughout the United States, including Puerto Rico and Guam, and in Canada.

Hartford Computer Group, Inc. ("Hartford"), dba Nexicore Services in the United States and Canada, was incorporated in Illinois in 1978 and was later reorganized as a Delaware corporation under the same name in 2005. Hartford has its headquarters in California, has a branch location in Canada, and sales offices in Illinois and Maryland.

Nexicore Services, LLC was organized in 2002 in Florida and is a wholly-owned subsidiary of Hartford. Nexicore Services, LLC's facility is located in Florida where it houses the Company's call center.

Hartford Computer Government, Inc. was incorporated in 2004 in Illinois and is a wholly-owned subsidiary of Hartford. It operates in the state of Maryland where it primarily services governmental entities.

Hartford Computer Hardware, Inc. was incorporated in 2005 in Illinois and is a wholly-owned subsidiary of Hartford. It operates in Illinois where it services a contract with a major retailer.

Principles of Consolidation

The consolidated financial statements include the accounts of Hartford, Hartford Computer Government, Inc., Hartford Computer Hardware, Inc., and Nexicore Services, LLC. All material intercompany balances and transactions have been eliminated in consolidation.

Foreign Currency Translation

The financial statements of Nexicore Services in the Company's Canada division are translated into United States dollars, using current and historical exchange rates, as appropriate. The functional currency is the Canadian dollar and, accordingly, foreign currency translation adjustments should be included as a component of accumulated other comprehensive loss in the consolidated statements of stockholders' deficit. Translation losses for the years ended December 31, 2009 and 2008 were \$315 and \$246, respectively. Any losses resulting from foreign currency transactions are reflected in the consolidated statements of operations for the period in which they occur. Transaction gains (losses) for the years ended December 31, 2009 and 2008 totaled \$221 and (\$187), respectively, and are included in other income (expense) in the accompanying consolidated statements of operations.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009 and 2008
(In thousands)

**NOTE A - DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES (Continued)**

Restricted Cash

The Company's restricted cash as of December 31, 2009 and 2008 of \$2,231 and \$1,800, respectively, is used to secure the letters of credit that the Company has with a bank (see Note J).

Inventories

Inventories are comprised primarily of finished goods and are stated at the lower of cost (moving weighted average) or market.

Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization of property and equipment are computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized using the straight-line method over the shorter of their useful lives or the remaining lease term.

Expenditures for major renewals and improvements that extend the useful lives of property and equipment are capitalized. Expenditures for repairs and maintenance are charged to expense as incurred.

Revenue Recognition

Service revenues - The Company recognizes service revenues upon completion of the service event. Service revenues for the years ended December 31, 2009 and 2008 were approximately \$63,800 and \$55,000, respectively.

Hardware revenues - The Company recognizes revenues from the sales of packaged hardware and software when title and risk of loss transfers to the customer, which is generally upon shipment. Hardware revenues for the years ended December 31, 2009 and 2008 were approximately \$11,000 and \$11,900, respectively.

All revenues are recorded net of sales taxes.

The Company recorded deferred revenues of \$336 at December 31, 2008 related to one purchase contract with a governmental body. The deferred revenues represent installation, training, and other services that were completed in 2009.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009 and 2008
(In thousands)

NOTE A – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Long Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability is measured by comparison of the asset's carrying amount to the future net cash flows the asset is expected to generate. If an asset is considered to be impaired, the impairment to be recognized is measured by the amount at which the carrying amount of the asset exceeds its fair value. During the years ended December 31, 2009 and 2008, no impairment was recognized.

Shipping Costs

The Company records costs incurred for freight-out in cost of revenues.

Advertising

Advertising costs are expensed as incurred. Advertising expense was \$57 and \$5 for the years ended December 31, 2009 and 2008, respectively.

Deferred Rents

The Company's operating leases for its California, Florida, and Canada facilities include scheduled rent increases. The Company has accounted for these leases to provide straight-line charges to operations over the lives of the leases.

Income Taxes

Income taxes are recognized for the amount of taxes payable or refundable for the current year and deferred tax liabilities and assets for future tax consequences of transactions that have been recognized in the Company's financial statements or tax returns. A valuation allowance is provided when it is more likely than not that some portion or all of the deferred tax assets will not be realized.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009 and 2008
(In thousands)

NOTE A – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company adopted the new accounting for uncertainty in income taxes guidance on January 1, 2009. The adoption of that guidance did not result in the recognition of any unrecognized tax benefits and the Company has no unrecognized tax benefits at December 31, 2009 and 2008. The Company's U.S. Federal and state income tax returns prior to the 2003 calendar year are closed. Management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Company recognizes interest and penalties associated with tax matters as part of the income tax provision and includes accrued interest and penalties with the related tax liability in the consolidated balance sheets.

Subsequent Events

The Company has evaluated subsequent events through October 15, 2010, which is the date the consolidated financial statements were originally available to be issued, and January 10, 2011, which is the date the reissued consolidated financial statements were available to be issued. The change reflects a revised disclosure, which was originally issued in error, that the debt discussed in Note F is secured by substantially all assets of the Company rather than unsecured, and that the Company was not in compliance with certain covenants for which it obtained a waiver.

NOTE B – GOING CONCERN

The Company's consolidated financial statements have been presented on the basis that it is a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business.

As of December 31, 2009 and 2008, the Company has had recurring losses (resulting from interest expense on notes payable to related parties), deficit equity and negative working capital with a significant portion of its current liabilities related to notes payable to related parties (see Note F). These notes and the related accrued interest are effectively due on demand. The Company has attempted to negotiate the extension of the loans with the Senior Lenders. Through the current date, the Senior Lenders, who are also stockholders of the Company, have not demanded repayment of the principal or unremitted accrued interest. In 2010, one of the related party debt holders whose note payable is subordinated to the Senior Lenders notes (see Note F) filed to foreclose on its loan of approximately \$1,400 at the time of filing. Management and legal counsel believe that this cause of action will not be maintained because this debt is contractually subordinated to the Senior Lenders' related party notes. Management does not expect that the Senior Lenders will demand repayment in the foreseeable future.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 December 31, 2009 and 2008
 (In thousands)

NOTE C – ACCOUNTS RECEIVABLE

Accounts receivable balances at December 31, 2009 and 2008 are as follows:

	<u>2009</u>	<u>2008</u>
Accounts receivable	\$ 7,573	\$ 5,868
Allowance for doubtful accounts	(402)	(260)
Allowance for returns	<u>(223)</u>	<u>(220)</u>
	<u>\$ 6,948</u>	<u>\$ 5,388</u>

NOTE D – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2009 and 2008:

	<u>Useful Lives</u>	<u>2009</u>	<u>2008</u>
Computer equipment and software	3 - 5 yrs	\$ 286	\$ 260
Automobiles	3 yrs	27	27
Leasehold improvements	3 - 10 yrs	267	216
Test equipment	1 - 5 yrs	243	196
Furniture and fixtures	5- 7 yrs	<u>289</u>	<u>260</u>
Sub-total		1,112	959
Less accumulated depreciation and amortization		<u>(688)</u>	<u>(535)</u>
		<u>\$ 424</u>	<u>\$ 424</u>

Depreciation and amortization expense associated with property and equipment for the years ended December 31, 2009 and 2008 was \$191 and \$164, respectively.

NOTE E – LINE OF CREDIT

Hartford Computer Government, Inc. and Hartford Computer Hardware, Inc. have a revolving credit facility with a finance company with a maximum credit limit of \$1,500 for inventory purchases. Invoices of authorized suppliers for inventory purchases made by the Company are paid directly by the finance company. Outstanding advances cannot exceed the lesser of the credit limit or borrowing base. Outstanding advances at December 31, 2009 and 2008 were \$543 and \$954, respectively.

Interest accrues when the Company defers payments to the finance company beyond the authorized suppliers' payment terms and is payable monthly at a base rate as determined by the finance company plus a finance rate of 7.65%. At December 31, 2009 and 2008, the prevailing interest rates were 10.9% and 12.4%, respectively. Interest expense for the years ended December 31, 2009 and 2008 was \$44 and \$5, respectively. Annual fees for the credit facility are \$6 for both years.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 December 31, 2009 and 2008
 (In thousands)

NOTE E - LINE OF CREDIT (Continued)

Borrowings under the line of credit facility are collateralized by an irrevocable letter of credit of \$1,500 (see Note J).

The credit agreement includes provisions for reporting and financial covenants. Hartford Computer Government, Inc. and Hartford Computer Hardware, Inc. are not in compliance with these covenants as of December 31, 2009.

NOTE F - NOTES PAYABLE - RELATED PARTIES

Notes payable - related parties are due to three of the Company's stockholders and consist of the following:

	<u>2009</u>	<u>2008</u>
Notes Payable-Senior Lender (secured by substantially all assets of the Company)		
Senior Lender Revolver notes payable, bearing interest at prime (prime rate was 3.25% at December 31, 2009 and 2008) plus 7.25%, original due date of December 31, 2006 and effectively due on demand, monthly interest payments at the prime rate were made in 2009 and 2008 with the remaining interest due upon demand; interest on advances received in 2009 of \$1,630 were payable at the full interest rate each month.	\$ 6,048	\$ 4,418
Term note A, bearing interest at prime (prime rate was 3.25% at December 31, 2009 and 2008) plus a 9.0% margin and 2% default rate, original due date of May 9, 2008 and effectively due on demand.	9,579	9,579
Term note B, bearing interest at 11.0% plus 3% default rate, original due date of May 9, 2008 and effectively due on demand.	5,102	5,102
Term note C, bearing interest at prime (prime rate was 3.25% at December 31, 2009 and 2008) plus 6.25% and effectively due on demand.	3,032	3,032
Term note D, bearing interest at 25.0% and effectively due on demand.	1,500	1,500
Term note E, bearing interest at 25.0% and effectively due on demand.	2,000	2,000

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009 and 2008
(In thousands)

NOTE F - NOTES PAYABLE - RELATED PARTIES (Continued)

	<u>2009</u>	<u>2008</u>
Promissory note payable bearing interest at 8%, original due date of June 1, 2005 and effectively due on demand, unsecured and subordinated to the Senior Lender.	869	869
Promissory note payable, bearing interest at 5%, original due date of June 1, 2005 and effectively due on demand, unsecured and subordinated to the Senior Lender.	<u>1,166</u>	<u>1,166</u>
	<u>\$ 29,296</u>	<u>\$ 27,666</u>

The loan agreements for the Notes Payable-Senior Lender provide for certain reporting and performance covenants. The Company was not in compliance with certain covenants for which the Company obtained a waiver through January 31, 2011.

Interest expense on these notes for the years ended December 31, 2009 and 2008 is \$7,484 and \$6,747 and accrued interest on these notes totaled \$26,271 and \$19,079 at December 31, 2009 and 2008, respectively.

NOTE G - INCOME TAXES

The Company is delinquent in filing its Federal and various states' income tax returns since 2006 and is currently in the process of preparing these delinquent income tax returns. The Company expects to owe nominal penalties and interest when these returns are filed.

The Company has recorded a provision for the years ended December 31, 2009 and 2008 of \$8 and \$5, respectively, that primarily represent the minimum state income taxes.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 December 31, 2009 and 2008
 (In thousands)

NOTE G – INCOME TAXES (Continued)

Federal and state deferred tax assets and liabilities are comprised of the following at December 31:

	<u>2009</u>	<u>2008</u>
Deferred tax assets:		
Goodwill	\$ 852	\$ 951
Accrued commissions	100	61
Reserve for bad debt	238	183
Inventory reserve	897	771
Accrued vacation	246	216
Settlement reserve	417	505
Legal fees reserve	150	160
Other accrued liabilities	138	275
Other	144	64
Net operating loss carryforward	29,418	27,877
Total deferred tax assets	<u>32,600</u>	<u>31,063</u>
Valuation allowance	(32,600)	(31,063)
Net deferred tax assets	<u>\$ –</u>	<u>\$ –</u>

Deferred tax assets are reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax assets will not be realized. Valuation allowances are reassessed whenever there are changes in circumstances that may cause a change in judgment. As of December 31, 2009 and 2008, management believed it was more likely than not the entire deferred tax asset will not be realized. The valuation allowance increased by \$1,537 and \$2,177 during the years ended December 31, 2009 and 2008, respectively.

At December 31, 2009, the Company has approximately \$81,200 of Federal and \$31,400 of state net operating loss ("NOL") carryforwards. Federal losses begin to expire during 2030 and state losses begin to expire during 2020. Realization of the NOL carryforwards is dependent upon generating sufficient taxable income prior to the expiration of the loss carryforwards. A portion of these net operating losses from the U.S. operations may also be subject to limitation in future years under Section 382 of the Internal Revenue Code. A determination as to this limitation, if any, will be made at a future date as the net operating losses are utilized, if available.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009 and 2008
(In thousands)

NOTE H – CONTINGENT LIABILITIES

In the ordinary course of conducting its business, the Company becomes involved in various lawsuits and administrative proceedings. Some of these proceedings may result in fines, penalties, or judgments being assessed against the Company which, from time to time, may have an impact on earnings for a particular period. The Company has been a party to several lawsuits some of which have settled over the previous years. As of December 31, 2009, the Company was aware of three remaining lawsuits: (1) the first one the Company continues to defend and is able to reasonably estimate its costs; (2) the second one the Company had settled in 2010 for \$22; and (3) the third one was filed in 2010 for which legal counsel is unable to predict the outcome. It is the Company's policy to record liabilities for estimated legal fees and settlements in the period it determines that such amounts can be reasonably estimated. At December 31, 2009 and 2008, the Company has a liability of \$1,038 and \$1,253, respectively, related to such costs, which is included in accrued expenses and other liabilities in the accompanying consolidated balance sheets.

During 2009 and 2008, the Company was undergoing a sales tax audit by the State of California for the years 2005 through 2009. On October 4, 2010, the State of California sales tax audit was completed resulting in a final tax liability of \$604. The Company is also currently undergoing a retail sales tax audit by the Ontario Ministry of Finance for the periods from May 21, 2004 to February 28, 2007. The Company had recorded a reserve of \$800 and \$500 as of December 31, 2009 and 2008, respectively, which as of December 31, 2009 includes an estimate of the projected outcome of the Ontario Ministry of Finance's retail sales tax audit. The reserve is included in accrued expenses and other liabilities in the accompanying consolidated balance sheets.

NOTE I – RETIREMENT PLAN

For United States employees, the Company sponsors a defined contribution plan under Section 401(k) of the Internal Revenue Code. The plan allows eligible employees the ability to defer a portion of their annual compensation up to the annual maximum amount allowable by law. The plan also allows for the Company to make discretionary contributions. The Company made no contributions to the plan during the years ended December 31, 2009 and 2008.

NOTE J – COMMITMENTS

Operating Leases

The Company leases its California, Florida and Canada facilities under non-cancelable operating leases. During the years ended December 31, 2009 and 2008, monthly payments for these facilities totaled approximately \$95 and \$90, respectively. The monthly payments increase at specified rates each year. These leases expire at various dates through February 2014. Under the terms of these leases, the Company is required to pay all utilities, real estate taxes, and insurance costs associated with the properties. The Company leases its Illinois and Maryland facilities under month-to-month lease agreements.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009 and 2008
(In thousands)

NOTE J - COMMITMENTS (Continued)

The Company leases certain equipment under several non-cancelable operating leases with aggregate monthly payments of approximately \$13 and \$17 in the years ended December 31, 2009 and 2008, respectively. These leases expire at various dates through June 2014.

Rent expense under these leases for the years ended December 31, 2009 and 2008 totaled \$1,332 and \$996, respectively.

The following is a schedule of future minimum lease payments:

Year ending December 31,	
2010	\$ 1,113
2011	515
2012	314
2013	272
2014	46
	<hr/>
	\$ 2,260

Letters of Credit

The Company has a \$1,500 irrevocable letter of credit facility with a bank that is used to secure borrowings on the line of credit facility (see Note E). This letter of credit is secured by a \$1,500 certificate of deposit with the same bank, included in restricted cash in the accompanying consolidated balance sheets, and expires on July 15, 2010.

The Company has a \$300 standby letter of credit facility with a bank that is used to secure accounts payable to one of the Company's vendors. This letter of credit is secured by a \$300 certificate of deposit with the same bank, included in restricted cash in the accompanying consolidated balance sheets, and expires on September 29, 2010.

The Company has a \$431 standby letter of credit facility with a bank that is used to secure accounts payable to one of the Company's vendors. This letter of credit is secured by a \$431 certificate of deposit with the same bank, included in restricted cash in the accompanying consolidated balance sheets, and expires on September 29, 2010.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009 and 2008
(In thousands)

NOTE K -- CONCENTRATIONS OF RISK

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of cash, restricted cash and accounts receivable.

The Company maintains its cash balances in financial institutions located in the United States and Canada. The Company's cash balances located in the United States are insured by the Federal Deposit Insurance Corporation and cash balances located in Canada have no insurance coverage. At December 31, 2009 and 2008, the Company's uninsured cash balances totaled \$668 and \$295, respectively, and uninsured restricted cash balances totaled \$2,277 and \$1,842, respectively.

Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base, their dispersion across different geographic areas, and generally short payment terms. In addition, the Company closely monitors the extension of credit to its customers while maintaining allowances for potential credit losses. On a periodic basis, the Company evaluates its trade accounts receivable and establishes an allowance for doubtful accounts, based on a history of past write-offs and collections and current credit considerations.

During the years ended December 31, 2009 and 2008, three customers comprised 48% of total revenues and two customers comprised 45% of total revenues, respectively. At December 31, 2009 and 2008, three customers comprised 49% of accounts receivable and two customers comprised 38% of accounts receivable, respectively.

Revenues from the Canadian operation represent approximately 31% of the total company revenues.

NOTE L -- PREFERRED AND COMMON STOCK

Series A Preferred Stock

Holders of Series A Preferred Stock are entitled to elect 2 Directors to the Board of Directors. Upon liquidation, dissolution or winding-up of the Company, holders of Series A Preferred Stock are entitled to be paid out before holders of Common Stock at \$10.00 per share. Dividends are payable when declared by the Board of Directors.

Common Stock

The Company issued 3 classes of Common Stock:

- Class A – entitled to elect 5 Directors to the Board of Directors
- Class B – entitled to elect 1 Director to the Board of Directors
- Class C – entitled to elect 1 Director to the Board of Directors, pending approval of the majority of the other members of the Board of Directors

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009 and 2008
(In thousands)

NOTE L - PREFERRED AND COMMON STOCK (Continued)

Upon liquidation, dissolution or winding-up of the Company, and after holders of Series A Preferred Stock have been paid out, any remaining assets will be paid out to holders of Class A, B, and C Common Stock on a pro-rata basis. The 2005 reorganization and merger agreement further provides that the aggregate amount of pay-out to holders of Class A and B Common Stock shall be paid based on a specific allocation schedule.

December 31, 2010
Year-End Financial Statements

**Hartford Computer Group, Inc.
and Subsidiaries**

Report on Consolidated Financial Statements

Years Ended December 31, 2010 and 2009

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Report of Independent Public Accountants

To the Stockholders and Board of Directors
Hartford Computer Group, Inc.

We have audited the accompanying consolidated balance sheets of Hartford Computer Group, Inc. and Subsidiaries as of December 31, 2010 and 2009, and the related consolidated statements of operations, stockholders' deficit and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Hartford Computer Group, Inc. and Subsidiaries as of December 31, 2010 and 2009, and their results of operations and cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note B to the consolidated financial statements, the Company has had recurring losses, deficit equity and negative working capital, which raises substantial doubt about its ability to continue as a going concern. Management's plans regarding this matter are also described in Note B. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

J.H. Cohn LLP

Los Angeles, California
July 26, 2011

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

December 31, 2010 and 2009
(In thousands, except share data)

	<u>2010</u>	<u>2009</u>
CURRENT ASSETS		
Cash	\$ 2,912	\$ 2,350
Restricted cash	2,271	2,231
Accounts receivable, net	12,641	6,948
Inventories	6,695	4,922
Prepaid expenses and other current assets	<u>1,035</u>	<u>763</u>
Total current assets	25,554	17,214
PROPERTY AND EQUIPMENT, net	384	424
OTHER ASSETS	<u>404</u>	<u>252</u>
	<u>\$ 26,342</u>	<u>\$ 17,890</u>

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

December 31, 2010 and 2009
 (In thousands, except share data)

LIABILITIES AND STOCKHOLDERS' DEFICIT

	<u>2010</u>	<u>2009</u>
CURRENT LIABILITIES		
Line of credit	\$ 1,150	\$ 543
Accounts payable	5,793	3,964
Accrued expenses and other liabilities	5,395	5,239
Income taxes payable	420	-
Deferred revenues	249	-
Accrued interest - related parties	34,744	26,271
Notes payable - related parties	<u>31,896</u>	<u>29,296</u>
Total current liabilities	79,647	65,313
DEFERRED RENTS	<u>137</u>	<u>207</u>
Total liabilities	<u>79,784</u>	<u>65,520</u>
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' DEFICIT		
Series A preferred stock, \$0.001 par value:		
Authorized - 1,000,000 shares		
Issued and outstanding - 598,000 shares		
Liquidation preference of \$5,980,000	1	1
Common stock, \$0.001 par value:		
Class A - Authorized 10,000,000 shares, Issued and outstanding 4,800,000 shares		
Class B - Authorized 10,000,000 shares, Issued and outstanding 4,800,000 shares		
Class C - Authorized 5,000,000 shares, Issued and outstanding 1,390,636 shares	11	11
Additional paid-in capital	48,809	48,809
Accumulated deficit	(102,026)	(95,858)
Accumulated other comprehensive loss - foreign currency translation	<u>(237)</u>	<u>(593)</u>
	<u>(53,442)</u>	<u>(47,630)</u>
	<u>\$ 26,342</u>	<u>\$ 17,890</u>

See notes to consolidated financial statements

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
 For the years ended December 31, 2010 and 2009
 (In thousands)

	<u>2010</u>	<u>2009</u>
Revenues	\$ 94,998	\$ 74,796
Cost of revenues	<u>68,476</u>	<u>52,041</u>
Gross profit	26,522	22,755
Operating expenses	<u>23,362</u>	<u>19,563</u>
Income from operations	<u>3,160</u>	<u>3,192</u>
Other income (expense):		
Interest expense	(9,105)	(7,557)
Interest income	26	25
Other income, net	<u>176</u>	<u>328</u>
	<u>(8,903)</u>	<u>(7,204)</u>
Loss before provision for income taxes	(5,743)	(4,012)
Provision for income taxes	<u>(425)</u>	<u>(8)</u>
NET LOSS	<u>\$ (6,168)</u>	<u>\$ (4,020)</u>

See notes to consolidated financial statements

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT
 For the years ended December 31, 2010 and 2009
 (In thousands, except share data)

	Series A preferred stock		Common stock		Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Total stockholders' deficit
	Shares	Amount	Shares	Amount				
Balance, January 1, 2009	598,000	\$ 1	10,990,636	\$ 11	\$ 48,809	\$ (91,838)	\$ (278)	\$ (43,306)
Net loss for 2009						(4,020)	(315)	(4,335)
Foreign currency translation adjustment								
Total comprehensive loss								
Balance, December 31, 2009	598,000	\$ 1	10,990,636	\$ 11	\$ 48,809	\$ (95,858)	\$ (593)	\$ (47,631)
Net loss for 2010						(6,168)	356	(5,812)
Foreign currency translation adjustment								
Total comprehensive loss								
Balance, December 31, 2010	598,000	\$ 1	10,990,636	\$ 11	\$ 48,809	\$ (102,026)	\$ (237)	\$ (53,443)

See notes to consolidated financial statements

HARTFORD COMPUTER GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
 For the years ended December 31, 2010 and 2009
 (In thousands)

	<u>2010</u>	<u>2009</u>
Cash flows from operating activities:		
Net loss	\$ (6,168)	\$ (4,020)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	193	191
Bad debt expense	385	124
Changes in operating assets and liabilities:		
Accounts receivable	(5,958)	(1,428)
Inventories	(1,697)	(1,022)
Prepaid expenses and other current assets	(263)	(193)
Other assets	(148)	5
Accounts payable	1,726	1,597
Accrued expenses and other liabilities	102	(1,161)
Income taxes payable	420	-
Deferred revenues	249	(336)
Deferred rents	(72)	18
Accrued interest - related parties	8,473	7,192
Net cash provided by (used in) operating activities	<u>(2,758)</u>	<u>967</u>
 Cash flows from investing activities:		
Purchases of property and equipment	(146)	(167)
Restricted cash	<u>(40)</u>	<u>(431)</u>
Net cash used in investing activities	<u>(186)</u>	<u>(598)</u>
 Cash flows from financing activities:		
Net (payments) borrowings on line of credit	606	(411)
Borrowings on notes payable - related parties	<u>2,600</u>	<u>1,630</u>
Net cash provided by financing activities	<u>3,206</u>	<u>1,219</u>
 Effect of foreign exchange on cash	<u>300</u>	<u>(427)</u>
 Net increase in cash	562	1,161
 Cash at beginning of year	<u>2,350</u>	<u>1,189</u>
Cash at end of year	<u>\$ 2,912</u>	<u>\$ 2,350</u>
 Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	<u>\$ 632</u>	<u>\$ 365</u>
Cash paid during the year for income taxes	<u>\$ 40</u>	<u>\$ 8</u>

See notes to consolidated financial statements

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2010 and 2009
(In thousands)

NOTE A – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Hartford Computer Group, Inc. and Subsidiaries (collectively the “Company”) is an electronics repair and installation company engaged in the reselling, whole unit depot repair, onsite services, and part repair/distribution for laptop computers, desktop computers, consumer gaming units, printers, flat screen televisions, and other consumer and commercial electronics. The Company’s customers are located throughout the United States, including Puerto Rico and Guam, and in Canada.

Hartford Computer Group, Inc. (“Hartford”), dba Nexicore Services in the United States and Canada, was incorporated in Illinois in 1978 and was later reorganized as a Delaware corporation under the same name in 2005. Hartford has its headquarters in California, has a branch location in Canada, and sales offices in Illinois and Maryland.

Nexicore Services, LLC was organized in 2002 in Florida and is a wholly-owned subsidiary of Hartford. Nexicore Services, LLC’s facility is located in Florida where it houses the Company’s call center.

Hartford Computer Government, Inc. was incorporated in 2004 in Illinois and is a wholly-owned subsidiary of Hartford. It operates in the State of Maryland where it primarily services governmental entities.

Hartford Computer Hardware, Inc. was incorporated in 2005 in Illinois and is a wholly-owned subsidiary of Hartford. It operates in Illinois where it services a contract with a major retailer.

Principles of Consolidation

The consolidated financial statements include the accounts of Hartford, Hartford Computer Government, Inc., Hartford Computer Hardware, Inc., and Nexicore Services, LLC. All material intercompany balances and transactions have been eliminated in consolidation.

Foreign Currency Translation

The financial statements of Nexicore Services in the Company’s Canada division are translated into United States dollars, using current and historical exchange rates, as appropriate. The functional currency is the Canadian dollar and, accordingly, foreign currency translation adjustments should be included as a component of accumulated other comprehensive loss in the consolidated statements of stockholders’ deficit. Translation gains (losses) for the years ended December 31, 2010 and 2009 were \$356 and (\$315), respectively. Any losses resulting from foreign currency transactions are reflected in the consolidated statements of operations for the period in which they occur. Transaction gains for the years ended December 31, 2010 and 2009 totaled \$83 and \$221, respectively, and are included in other income, net in the accompanying consolidated statements of operations.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2010 and 2009
(In thousands)

**NOTE A – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES (Continued)**

Restricted Cash

The Company's restricted cash as of December 31, 2010 and 2009 of \$2,271 and \$2,231, respectively, is used to secure the letters of credit that the Company has with a bank (see Note J).

Inventories

Inventories are comprised primarily of finished goods and are stated at the lower of cost (moving weighted average) or market.

Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization of property and equipment are computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized using the straight-line method over the shorter of their useful lives or the remaining lease term.

Expenditures for major renewals and improvements that extend the useful lives of property and equipment are capitalized. Expenditures for repairs and maintenance are charged to expense as incurred.

Revenue Recognition

Service revenues – The Company recognizes service revenues upon completion of the service event. Service revenues for the years ended December 31, 2010 and 2009 were approximately \$84,600 and \$63,800, respectively.

Hardware revenues - The Company recognizes revenues from the sales of packaged hardware and software when title and risk of loss transfers to the customer, which is generally upon shipment. Hardware revenues for the years ended December 31, 2010 and 2009 were approximately \$10,400 and \$11,000, respectively.

All revenues are recorded net of sales taxes.

The Company recorded deferred revenues of \$249 at December 31, 2010 related to long-term extended warranty and maintenance service contracts. Revenues will be recognized as services are performed over the lives of the contracts.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2010 and 2009
(In thousands)

**NOTE A – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES (Continued)**

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability is measured by comparison of the asset's carrying amount to the future net cash flows the asset is expected to generate. If an asset is considered to be impaired, the impairment to be recognized is measured by the amount at which the carrying amount of the asset exceeds its fair value. During the years ended December 31, 2010 and 2009, no impairment was recognized.

Shipping Costs

The Company records costs incurred for freight-out in cost of revenues.

Advertising

Advertising costs are expensed as incurred. Advertising expense was \$13 and \$57 for the years ended December 31, 2010 and 2009, respectively.

Deferred Rents

The Company's operating leases for its Florida and Canada facilities include scheduled rent increases. The Company has accounted for these leases to provide straight-line charges to operations over the lives of the leases.

Income Taxes

Income taxes are recognized for the amount of taxes payable or refundable for the current year and deferred tax liabilities and assets for future tax consequences of transactions that have been recognized in the Company's financial statements or tax returns. A valuation allowance is provided when it is more likely than not that some portion or all of the deferred tax assets will not be realized.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2010 and 2009
(In thousands)

**NOTE A – DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES (Continued)**

The Company has no unrecognized tax benefits at December 31, 2010 and 2009. The Company's U.S. Federal and state income tax returns through the 2005 calendar year are closed. Management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Company recognizes interest and penalties associated with tax matters as part of the income tax provision and includes accrued interest and penalties with the related tax liability in the consolidated balance sheets. Interest and penalties are \$45 and \$0 in 2010 and 2009, respectively.

Subsequent Events

The Company has evaluated subsequent events through July 26, 2011, which is the date the consolidated financial statements were available to be issued.

NOTE B – GOING CONCERN

The Company's consolidated financial statements have been presented on the basis that it is a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business.

As of December 31, 2010 and 2009, the Company has had recurring losses (resulting primarily from interest expense on notes payable to related parties), deficit equity and negative working capital with a significant portion of its current liabilities related to notes payable to related parties (see Note F). These notes and the related accrued interest are effectively due on demand. The Company has attempted to negotiate the extension of the loans with the Senior Lenders. Through the report date, the Senior Lenders, who are also stockholders of the Company, have not demanded repayment of the principal or unremitted accrued interest. Management does not expect that the Senior Lenders will demand repayment in the foreseeable future. Additionally, in 2010, the Company had negative cash flows from operations and was not in compliance with certain reporting and financial covenants (see Note E).

Hartford Computer Group, Inc. and Subsidiaries
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 December 31, 2010 and 2009
 (In thousands)

NOTE C – ACCOUNTS RECEIVABLE

Accounts receivable balances at December 31, 2010 and 2009 are as follows:

	<u>2010</u>	<u>2009</u>
Accounts receivable	\$ 13,244	\$ 7,573
Allowance for doubtful accounts	(310)	(402)
Allowance for returns	(293)	(223)
	<u>\$ 12,641</u>	<u>\$ 6,948</u>

NOTE D – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2010 and 2009:

	<u>Useful Lives</u>	<u>2010</u>	<u>2009</u>
Computer equipment and software	3 - 5 yrs	\$ 302	\$ 286
Automobiles	3 yrs	27	27
Leasehold improvements	3 - 10 yrs	284	267
Test equipment	1 - 5 yrs	298	243
Furniture and fixtures	5- 7 yrs	<u>361</u>	<u>289</u>
Sub-total		1,272	1,112
Less accumulated depreciation and amortization		<u>(888)</u>	<u>(688)</u>
		<u>\$ 384</u>	<u>\$ 424</u>

Depreciation and amortization expense associated with property and equipment for the years ended December 31, 2010 and 2009 was \$193 and \$191, respectively.

NOTE E – LINE OF CREDIT

Hartford Computer Government, Inc. and Hartford Computer Hardware, Inc. have a revolving credit facility with a finance company with a maximum credit limit of \$1,500 for inventory purchases. Invoices of authorized suppliers for inventory purchases made by the Company are paid directly by the finance company. Outstanding advances cannot exceed the lesser of the credit limit or borrowing base. Outstanding advances at December 31, 2010 and 2009 were \$1,150 and \$543, respectively.

Interest accrues when the Company defers payments to the finance company beyond the authorized suppliers' payment terms and is payable monthly at a base rate as determined by the finance company plus a finance rate of 7.65%. At December 31, 2010 and 2009, the prevailing interest rates were 10.9% and 10.9%, respectively. Interest expense for the years ended December 31, 2010 and 2009 was \$28 and \$44, respectively. Annual fees for the credit facility are \$6 for both years.

Hartford Computer Group, Inc. and Subsidiaries
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 December 31, 2010 and 2009
 (In thousands)

NOTE E – LINE OF CREDIT (Continued)

Borrowings under the line of credit facility are collateralized by an irrevocable letter of credit of \$1,500 (see Note J).

The credit agreement includes provisions for reporting and financial covenants. Hartford Computer Government, Inc. and Hartford Computer Hardware, Inc. are not in compliance with these covenants as of December 31, 2010.

NOTE F – NOTES PAYABLE - RELATED PARTIES

Notes payable – related parties are due to three of the Company’s stockholders and consist of the following:

	<u>2010</u>	<u>2009</u>
Notes Payable-Senior Lender (secured by substantially all assets of the Company)		
Senior Lender Revolver notes payable, bearing interest at prime (prime rate was 3.25% at December 31, 2010 and 2009) plus 7.25%, original due date of December 31, 2006 and effectively due on demand, monthly interest payments at the prime rate were made in 2010 and 2009 with the remaining interest due upon demand. The Company received an advance in December 2010 of \$2,600. Interest on this advance is payable at the full interest rate each month.	\$ 8,648	\$ 6,048
Term note A, bearing interest at prime (prime rate was 3.25% at December 31, 2010 and 2009) plus a 9.0% margin and 2% default rate, original due date of May 9, 2008 and effectively due on demand.	9,579	9,579
Term note B, bearing interest at 11.0% plus 3% default rate, original due date of May 9, 2008 and effectively due on demand.	5,102	5,102
Term note C, bearing interest at prime (prime rate was 3.25% at December 31, 2010 and 2009) plus 6.25% and effectively due on demand.	3,032	3,032
Term note D, bearing interest at 25.0% and effectively due on demand.	1,500	1,500
Term note E, bearing interest at 25.0% and effectively due on demand.	2,000	2,000

Hartford Computer Group, Inc. and Subsidiaries
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 December 31, 2010 and 2009
 (In thousands)

NOTE F – NOTES PAYABLE - RELATED PARTIES (Continued)

	<u>2010</u>	<u>2009</u>
Promissory note payable bearing interest at 8%, effectively due on demand, unsecured and subordinated to the Senior Lender.	\$ 869	\$ 869
Promissory note payable, bearing interest at 5%, effectively due on demand, unsecured and subordinated to the Senior Lender.	<u>1,166</u>	<u>1,166</u>
	<u>\$ 31,896</u>	<u>\$ 29,296</u>

The loan agreements for the Notes Payable-Senior Lender provide for certain reporting and performance covenants. The Company was not in compliance with certain covenants for which the Company obtained a waiver through July 31, 2011.

Interest expense on these notes for the years ended December 31, 2010 and 2009 is \$8,912 and \$7,484 and accrued interest on these notes totaled \$34,744 and \$26,271 at December 31, 2010 and 2009, respectively

NOTE G – INCOME TAXES

The components of the provision for income taxes are as follows:

	<u>2010</u>	<u>2009</u>
Current:		
Federal	\$ 117	\$ -
State	288	8
Penalties and interest	<u>20</u>	<u>-</u>
	<u>\$425</u>	<u>\$ 8</u>

Hartford Computer Group, Inc. and Subsidiaries
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 December 31, 2010 and 2009
 (In thousands)

NOTE G – INCOME TAXES (Continued)

Federal and state deferred tax assets and liabilities are comprised of the following at December 31:

	<u>2010</u>	<u>2009</u>
Deferred tax assets:		
Goodwill	\$ 750	\$ 852
Accrued commissions	135	100
Reserve for bad debt	187	238
Inventory reserve	1,262	897
Accrued vacation	309	246
Settlement reserve	452	417
Legal fees reserve	4	150
Accrued interest payable	438	-
Other accrued liabilities	168	138
Other	237	144
Credit carryforward	117	-
Net operating loss carryforward	<u>27,220</u>	<u>29,418</u>
Total deferred tax assets	31,279	32,600
Valuation allowance	<u>(31,279)</u>	<u>(32,600)</u>
Net deferred tax assets	<u>\$ -</u>	<u>\$ -</u>

Deferred tax assets are reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax assets will not be realized. Valuation allowances are reassessed whenever there are changes in circumstances that may cause a change in judgment. As of December 31, 2010 and 2009, management believed it was more likely than not the entire deferred tax asset will not be realized. The valuation allowance decreased by \$1,321 during 2010 and increased by \$1,537 during 2009.

The Company is delinquent in filing its Canadian income tax return for 2009 and is currently in the process of preparing this delinquent return. The Company expects to owe nominal penalties and interest when this return is filed.

At December 31, 2010, the Company has approximately \$53,600 of Federal, \$31,800 of state and \$29,400 of foreign net operating loss (“NOL”) carryforwards. Federal losses begin to expire during 2030 and state losses begin to expire during 2020. Realization of the NOL carryforwards is dependent upon generating sufficient taxable income prior to the expiration of the loss carryforwards. A portion of these net operating losses from U.S. operations may also be subject to limitation in future years under Section 382 of the Internal Revenue Code. A determination as to this limitation, if any, will be made at a future date as the NOLs are utilized, if available.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2010 and 2009
(In thousands)

NOTE H – CONTINGENT LIABILITIES

In the ordinary course of conducting its business, the Company becomes involved in various lawsuits and administrative proceedings. Some of these proceedings may result in fines, penalties or judgments being assessed against the Company which, from time to time, may have an impact on earnings for a particular period. The Company has been a party to several lawsuits some of which have settled over the previous years. As of December 31, 2010, the Company was aware of two remaining lawsuits: (1) the first one the Company continues to defend and is able to reasonably estimate its costs; (2) the second one legal counsel is unable to predict the outcome. It is the Company's policy to record liabilities for estimated legal fees and settlements in the period it determines that such amounts can be reasonably estimated. At December 31, 2010 and 2009, the Company has a liability of \$677 and \$1,038, respectively, related to such costs, which is included in accrued expenses and other liabilities in the accompanying consolidated balance sheets.

During 2009 and 2008, the Company was undergoing a sales tax audit by the State of California for the years 2005 through 2009. On October 4, 2010, the State of California sales tax audit was completed resulting in a final tax liability of \$604. The amount owed was paid in 2010.

The Company was undergoing a retail sales tax audit by the Ontario Ministry of Finance for the period from May 21, 2004 to February 28, 2007 for which a reserve of \$800 was recorded as of December 31, 2009. The audit was settled in April 2011 for \$11 plus interest. As of December 31, 2010, the Company holds a reserve of \$906 for provincial taxes owed to other provinces.

NOTE I – RETIREMENT PLAN

For United States employees, the Company sponsors a defined contribution plan under Section 401(k) of the Internal Revenue Code. The plan allows eligible employees the ability to defer a portion of their annual compensation up to the annual maximum amount allowable by law. The plan also allows for the Company to make discretionary contributions. The Company made no contributions to the plan during the years ended December 31, 2010 and 2009.

NOTE J – COMMITMENTS

Operating Leases

The Company leases its California, Florida and Canada facilities under non-cancelable operating leases. During the years ended December 31, 2010 and 2009, monthly payments for these facilities totaled approximately \$89 and \$95, respectively. The monthly payments for the Florida and Canada facilities increase at specified rates each year. These leases expire at various dates through February 2014. Under the terms of these leases, the Company is required to pay all utilities, real estate taxes, and insurance costs associated with the properties. The Company leases its Illinois and Maryland facilities under month-to-month lease agreements.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2010 and 2009
(In thousands)

NOTE J – COMMITMENTS (Continued)

The Company leases certain equipment under several non-cancelable operating leases with aggregate monthly payments of \$14 and \$13 in the years ended December 31, 2010 and 2009, respectively. These leases expire at various dates through 2015.

Rent expense under these leases for the years ended December 31, 2010 and 2009 totaled \$1,439 and \$996, respectively.

The following is a schedule of future minimum lease payments:

Year ending December 31,	
2011	\$ 1,245
2012	328
2013	286
2014	55
2015	8
	<hr/>
	\$ 1,922

Letters of Credit

The Company has a \$1,500 irrevocable letter of credit facility with a bank that is used to secure borrowings on the line of credit facility (see Note E). This letter of credit is secured by a \$1,500 certificate of deposit with the same bank, included in restricted cash in the accompanying consolidated balance sheets, and expires on July 15, 2012.

The Company has a \$771 standby letter of credit facility with a bank that is used to secure accounts payable to one of the Company's vendors. This letter of credit is secured by a \$731 certificate of deposit with the same bank plus a \$40 savings account, included in restricted cash in the accompanying consolidated balance sheets, and expires on September 29, 2011.

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2010 and 2009
(In thousands)

NOTE K – CONCENTRATIONS OF RISK

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of cash, restricted cash and accounts receivable.

The Company maintains its cash and restricted cash balances in financial institutions located in the United States and Canada. The Company's cash balances located in the United States are insured by the Federal Deposit Insurance Corporation and cash balances located in Canada have no insurance coverage. At December 31, 2010 and 2009, the Company's uninsured cash balances totaled \$622 and \$668, respectively, and uninsured restricted cash balances totaled \$2,021 and \$1,981, respectively.

Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base, their dispersion across different geographic areas, and generally short payment terms. In addition, the Company closely monitors the extension of credit to its customers while maintaining allowances for potential credit losses. On a periodic basis, the Company evaluates its trade accounts receivable and establishes an allowance for doubtful accounts, based on a history of past write-offs and collections and current credit considerations.

During the years ended December 31, 2010 and 2009, three customers comprised 51% and 48% of total revenues, respectively. At December 31, 2010 and 2009, two customers comprised 53% of accounts receivable and three customers comprised 49% of accounts receivable, respectively.

Revenues from the Canadian operation represent approximately 28% of the total Company's revenues.

NOTE L – PREFERRED AND COMMON STOCK

Series A Preferred Stock

Holder of Series A Preferred Stock are entitled to elect 2 Directors to the Board of Directors. Upon liquidation, dissolution or winding-up of the Company, holders of Series A Preferred Stock are entitled to be paid out before holders of Common Stock at \$10.00 per share. Dividends are payable when declared by the Board of Directors.

Common Stock

The Company issued 3 classes of Common Stock:

- Class A – entitled to elect 5 Directors to the Board of Directors
- Class B – entitled to elect 1 Director to the Board of Directors
- Class C – entitled to elect 1 Director to the Board of Directors, pending approval of the majority of the other members of the Board of Directors

Hartford Computer Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2010 and 2009
(In thousands)

NOTE L – PREFERRED AND COMMON STOCK (Continued)

Upon liquidation, dissolution or winding-up of the Company, and after holders of Series A Preferred Stock have been paid out, any remaining assets will be paid out to holders of Class A, B, and C Common Stock on a pro-rata basis. The 2005 reorganization and merger agreement further provides that the aggregate amount of pay-out to holders of Class A and B Common Stock shall be paid based on a specific allocation schedule.

September 30, 2011
Interim Financial Statements

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 Consolidated Balance Sheet
 Consolidated Balance Sheet

	Fiscal Year Ending December 31, 2011											
	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sept-11			
ASSETS												
Current Assets												
Cash	1,345,409	1,949,970	2,291,334	1,548,800	2,563,268	2,678,748	3,434,527	5,036,621	3,567,713			
Restricted Cash	2,271,127	2,271,138	2,271,150	2,271,161	2,271,172	2,271,181	2,271,186	2,271,193	2,271,200			
Accounts Receivable, net	14,733,776	13,301,545	11,533,141	12,736,100	11,841,249	12,848,350	12,224,042	12,106,773	11,360,880			
Inventory	7,122,341	7,612,603	7,872,717	7,842,257	7,871,645	7,598,921	7,487,233	7,676,168	7,519,878			
Prepaid Expenses and Other	1,178,583	888,099	1,619,492	1,003,167	751,989	982,598	1,023,209	1,259,759	1,113,604			
Total Current Assets	26,651,236	26,023,355	25,587,834	25,401,485	25,299,323	26,379,798	26,440,197	28,350,514	25,833,275			
Property and Equipment, net	496,987	485,940	475,214	469,441	459,766	463,518	452,949	443,740	438,812			
Other Assets	399,761	395,464	406,666	402,369	401,571	397,273	392,976	381,302	377,005			
Total Assets	27,547,884	26,904,759	26,469,714	26,273,295	26,160,660	27,240,589	27,286,122	29,175,556	26,649,092			
LIABILITIES & EQUITY												
Current Liabilities												
Hardware Line of Credit	584,611	663,089	1,087,977	900,805	1,030,545	1,117,882	984,603	1,363,451	921,534			
Accounts Payable	6,202,901	5,470,771	4,531,392	5,035,562	4,429,660	3,589,318	3,881,936	4,191,353	3,488,219			
Accrued Expenses and Other Liabilities (1)	6,559,227	6,358,058	5,893,777	5,066,200	4,871,605	6,301,027	5,838,457	6,549,394	5,228,666			
Deferred Revenues	180,832	181,074	301,261	295,884	348,375	412,750	431,188	399,109	332,162			
Total Current Liabilities	13,527,571	12,672,992	11,814,407	11,300,451	10,680,185	11,420,977	11,136,184	12,503,307	9,970,581			
Accrued Interest	35,523,416	36,304,633	37,097,314	37,901,227	38,719,820	39,547,107	40,385,814	41,236,496	42,097,411			
Notes Payable - Related Parties	31,796,078	31,796,078	31,796,078	31,796,078	32,211,078	32,211,078	32,211,078	32,211,078	31,796,078			
Deferred Rents	131,764	126,961	120,988	115,879	110,769	105,660	99,789	93,917	88,046			
Total Liabilities	80,978,829	80,900,664	80,828,787	81,113,635	81,721,852	83,284,822	83,832,865	86,044,798	83,952,116			
Stockholders' Equity												
Preferred Stock	598	598	598	598	598	598	598	598	598			
Common Stock	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600			
Additional paid-in capital	48,810,178	48,810,178	48,810,178	48,810,178	48,810,178	48,810,178	48,810,178	48,810,178	48,810,178			
Accumulated Deficit	(102,016,419)	(102,581,379)	(102,944,547)	(103,425,814)	(104,146,666)	(104,629,707)	(105,132,217)	(105,454,716)	(105,888,499)			
Foreign Currency Translation	(235,902)	(235,902)	(235,902)	(235,902)	(235,902)	(235,902)	(235,902)	(235,902)	(235,902)			
Total Equity	(53,430,945)	(53,995,905)	(54,359,073)	(54,840,340)	(55,561,192)	(56,044,233)	(56,546,743)	(56,869,242)	(57,303,024)			
Total Liabilities & Equity	27,547,884	26,904,759	26,469,714	26,273,295	26,160,660	27,240,589	27,286,122	29,175,556	26,649,092			

(1) Accrued Expenses and Other Liabilities includes the following accrued taxes as of 9/30/2011: accrued sales, use, provincial, and income taxes of \$1.475 million.

Memo Items:	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sept-11
Selected Current Assets:									
Accounts Receivable, net	14,733,776	13,301,545	11,533,141	12,736,100	11,841,249	12,848,350	12,224,042	12,106,773	11,360,880
Inventory	7,122,341	7,612,603	7,872,717	7,842,257	7,871,645	7,598,921	7,487,233	7,676,168	7,519,878
Prepaid Expenses and Other	1,178,583	888,099	1,619,492	1,003,167	751,989	982,598	1,023,209	1,259,759	1,113,604
Total	23,034,700	21,802,247	21,025,350	21,581,524	20,464,883	21,429,869	20,734,484	21,042,700	19,994,362
Selected Current Liabilities:									
Accounts Payable	6,202,901	5,470,771	4,531,392	5,035,562	4,429,660	3,589,318	3,881,936	4,191,353	3,488,219
Accrued Expenses and Other Liabilities excluding accrued taxes	4,730,812	4,518,551	4,378,020	3,614,954	3,377,449	4,781,235	4,324,886	5,048,032	3,753,316
Deferred Revenues	180,832	181,074	301,261	295,884	348,375	412,750	431,188	399,109	332,162
Total	11,114,545	10,170,396	9,210,673	8,946,400	8,155,484	8,783,303	8,638,010	9,638,494	7,573,697
Working Capital as defined	11,920,155	11,631,851	11,814,677	12,635,124	12,309,399	12,646,566	12,096,474	11,404,206	12,420,665
Accrued Taxes	1,828,415	1,839,507	1,515,757	1,453,246	1,494,156	1,519,792	1,513,571	1,501,362	1,475,350

Nexicore
 Summary Income Statement

Excluding Hardware

2009 ACTUALS BY MONTH (1)

	Fiscal Year Ending December 31, 2009												FY2009A
	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sept-09	Oct-09	Nov-09	Dec-09	
Revenues	\$5,531,535	\$5,173,069	\$5,611,033	\$4,476,916	\$5,268,424	\$5,612,969	\$4,923,752	\$5,222,926	\$5,351,017	\$5,712,288	\$5,476,734	\$5,430,019	\$63,770,682
% Change													
Cost of Revenues													
Labor	942,682	758,130	724,297	646,396	639,931	619,252	654,974	640,275	695,979	735,809	760,966	880,905	8,699,596
Materials	2,159,692	1,902,925	1,938,348	1,763,513	2,251,078	2,434,097	1,887,334	2,004,634	2,073,413	2,303,043	2,842,890	2,466,279	26,027,246
Freight	558,620	481,756	426,119	389,923	362,701	349,751	414,305	434,990	468,549	498,849	495,979	483,213	5,364,755
Other	285,530	236,837	254,906	212,440	193,003	260,648	251,047	199,203	270,421	230,567	(14,966)	125,005	2,504,641
Total Cost of Revenues	\$3,946,524	\$3,379,648	\$3,343,670	\$3,012,272	\$3,446,713	\$3,663,748	\$3,207,660	\$3,279,102	\$3,508,362	\$3,768,268	\$4,084,869	\$3,955,402	\$42,596,238
% Revenue	71.3%	65.3%	59.6%	67.3%	65.4%	65.3%	65.1%	62.8%	65.9%	66.0%	74.6%	72.8%	66.8%
Gross Profit	\$1,585,011	\$1,793,421	\$2,267,363	\$1,464,644	\$1,821,711	\$1,949,221	\$1,716,092	\$1,943,824	\$1,822,655	\$1,944,020	\$1,391,865	\$1,474,617	\$21,174,444
% Margin	28.7%	34.7%	40.4%	32.7%	34.6%	34.7%	34.2%	37.2%	34.2%	34.0%	25.4%	27.2%	33.2%
SG&A													
Salaries	1,069,033	1,023,941	1,036,277	1,015,125	1,021,136	994,905	1,046,316	1,047,686	1,019,537	1,149,708	1,071,287	1,122,197	12,617,148
Contract Labor	34,758	31,215	34,859	34,185	36,991	41,026	44,097	34,532	38,561	35,639	40,464	37,609	443,936
Rent	117,500	109,657	124,285	118,013	118,362	124,103	121,370	123,926	127,345	125,204	129,888	169,939	1,509,592
Other	336,248	344,925	275,927	312,072	304,543	272,188	319,621	309,898	286,277	305,284	377,921	517,075	3,961,979
Total SG&A	\$1,557,539	\$1,509,738	\$1,471,348	\$1,479,395	\$1,481,032	\$1,432,222	\$1,531,404	\$1,516,042	\$1,471,720	\$1,615,835	\$1,619,560	\$1,846,820	\$18,532,655
% Revenue	28.2%	29.2%	26.2%	33.0%	28.1%	25.5%	31.1%	29.0%	27.6%	28.3%	29.6%	34.0%	29.1%
D&A	15,645	16,985	15,480	15,227	16,688	15,421	15,456	16,653	15,388	15,624	17,273	15,609	191,449
EBIT	\$11,827	\$266,698	\$780,535	(\$29,978)	\$323,991	\$501,578	\$169,232	\$411,129	\$335,547	\$312,561	(\$244,968)	(\$387,812)	\$2,450,340
% Margin	0.2%	5.2%	13.9%	(0.7%)	6.1%	8.9%	3.4%	7.9%	6.3%	5.5%	(4.5%)	(7.1%)	3.8%
Addbacks of Extraordinary Items													
Adjusted EBIT	\$11,827	\$266,698	\$780,535	(\$29,978)	\$323,991	\$501,578	\$169,232	\$411,129	\$335,547	\$312,561	(\$244,968)	(\$387,812)	\$2,663,669
% Margin	0.2%	5.2%	13.9%	(0.7%)	6.1%	8.9%	3.4%	7.9%	6.3%	5.5%	(4.5%)	(7.1%)	4.2%

Footnote

(1) Please refer to separate schedule featuring detail relating to addbacks.

Nextcore
 Summary Income Statement

Excluding Hardware

	2010 ACTUALS BY MONTH (1) (2) (3)												FY2010A
	Fiscal Year Ending December 31, 2010												
	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sept-10	Oct-10	Nov-10	Dec-10	
Revenues	\$6,495,902	\$6,364,110	\$7,132,687	\$6,620,674	\$6,603,658	\$6,592,273	\$7,102,689	\$7,488,255	\$7,037,514	\$8,082,429	\$8,030,029	\$7,057,740	\$84,607,960
% Change	17.4%	23.0%	27.1%	47.9%	25.3%	17.4%	44.3%	43.4%	32.0%	41.5%	46.6%	30.0%	32.7%
Cost of Revenues													
Labor	978,196	827,538	926,299	767,450	867,410	822,057	894,493	950,136	944,031	914,473	909,258	892,762	10,694,103
Materials	3,643,208	2,714,227	3,031,076	2,726,010	2,600,440	2,770,819	3,060,261	3,257,119	3,100,427	4,672,760	3,736,091	3,044,559	38,356,997
Freight	506,831	531,779	637,501	542,160	553,367	517,152	477,237	557,680	481,088	534,148	494,276	514,666	6,347,885
Other	108,003	351,383	290,618	372,925	327,291	394,304	351,135	389,102	406,321	(209,496)	339,101	418,507	3,539,194
Total Cost of Revenues	\$5,236,238	\$4,424,927	\$4,885,494	\$4,408,545	\$4,348,508	\$4,504,332	\$4,783,126	\$5,154,037	\$4,931,867	\$5,911,885	\$5,478,726	\$4,870,494	\$58,938,179
% Revenues	80.6%	69.5%	68.5%	66.6%	65.8%	68.3%	67.3%	68.8%	70.1%	73.1%	68.2%	69.0%	69.7%
Gross Profit	\$1,259,664	\$1,939,183	\$2,247,193	\$2,212,129	\$2,255,150	\$2,087,941	\$2,319,563	\$2,334,218	\$2,105,647	\$2,170,544	\$2,551,303	\$2,187,246	\$25,669,781
% Margin	19.4%	30.5%	31.5%	33.4%	34.2%	31.7%	32.7%	31.2%	29.9%	26.9%	31.8%	31.0%	30.3%
SG&A													
Salaries	1,140,049	1,104,565	1,142,607	1,152,595	1,200,535	1,099,473	1,125,234	1,168,376	1,164,829	1,241,652	1,208,524	1,252,941	14,001,380
Contract Labor	53,941	52,472	74,289	87,440	63,504	75,230	94,321	91,318	116,150	146,946	159,786	184,769	1,200,166
Rent	118,460	117,033	117,071	122,071	118,703	118,252	116,871	117,748	117,267	119,830	120,132	110,427	1,413,865
Other	281,638	341,079	328,021	370,568	339,916	379,264	476,295	408,164	431,633	525,950	391,778	374,464	4,648,750
Total SG&A	\$1,594,088	\$1,615,149	\$1,661,988	\$1,732,674	\$1,722,658	\$1,672,219	\$1,812,721	\$1,785,606	\$1,829,879	\$2,034,358	\$1,880,220	\$1,922,601	\$21,264,161
% Revenues	24.5%	25.4%	23.3%	26.2%	26.1%	25.4%	25.5%	23.8%	26.0%	25.2%	23.4%	27.2%	25.1%
D&A	16,566	16,347	16,885	16,990	18,642	17,214	15,982	16,305	14,985	14,907	15,088	13,355	193,266
EBIT	(\$350,990)	\$307,687	\$568,320	\$462,465	\$513,850	\$398,508	\$490,860	\$532,307	\$260,783	\$121,279	\$655,995	\$251,290	\$4,212,354
% Margin	(5.4%)	4.8%	8.0%	7.0%	7.8%	6.0%	6.9%	7.1%	3.7%	1.5%	8.2%	3.6%	5.0%
Addbacks of Extraordinary Items	4,980	7,878	66,815	27,848	34,813	33,233	112,228	50,759	35,842	142,488	82,079	389,273	988,237
Adjusted EBIT	(\$346,010)	\$315,565	\$635,135	\$490,313	\$548,663	\$431,741	\$603,088	\$583,066	\$296,625	\$263,767	\$738,074	\$640,563	\$5,200,591
% Margin	(5.3%)	5.0%	8.9%	7.4%	8.3%	6.5%	8.5%	7.8%	4.2%	3.3%	9.2%	9.1%	6.1%

Footnotes

(1) The data above excludes one-time expenses relating to the contemplated transaction totaling \$1.010 million in fiscal year 2010, comprised of the following:

One-time management compensation expense in connection with the contemplated transaction	875,000
Investment banking fees and expenses	134,853
Total	1,009,853

(2) In 2010, the Company wrote off \$0.455 million of A/R in connection with the sudden shutdown of customer Parsearch. In 2011, the Company recovered \$0.252 million of the Parsearch A/R that had been written off. The amount recovered is reflected in fiscal year 2010 EBIT and the remaining \$0.203 million has been classified as an addback as further detailed in the addbacks schedule. Nextcore believes that this represented a non-recurring expense relating to a one-time anomaly, since nearly 100% of the Company's A/R due from Parsearch was current at the time of its shutdown, and because Nextcore's normal annual A/R write-offs have historically been far smaller.

(3) Please refer to separate schedule featuring detail relating to addbacks.

Nexicore
 Summary Income Statement

Excluding Hardware

2011 ACTUALS BY MONTH (1) (2)

	Fiscal Year Ending December 31, 2011												
	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sept-11	FY2011 YTD			
Revenues	\$9,124,654	\$6,885,114	\$7,683,192	\$6,799,709	\$6,458,828	\$7,069,731	\$6,856,910	\$7,838,324	\$7,303,295	\$66,019,757			
% Change	40.5%	8.2%	7.7%	2.7%	(2.2%)	7.2%	(3.5%)	4.7%	3.8%				
Cost of Revenues													
Labor	984,154	916,246	939,226	878,517	861,865	831,039	783,002	851,333	755,322	7,800,704			
Materials	4,135,599	2,984,844	3,450,410	2,990,033	2,817,244	3,210,372	3,087,690	3,820,260	3,373,429	29,869,881			
Freight	587,158	476,699	616,263	537,937	523,375	569,711	501,092	564,108	507,170	4,883,513			
Other	389,677	326,764	315,460	326,944	279,651	247,154	263,905	211,099	222,119	2,582,773			
Total Cost of Revenues	\$6,096,588	\$4,704,553	\$5,321,359	\$4,733,431	\$4,482,135	\$4,858,276	\$4,635,689	\$5,446,800	\$4,858,040	\$45,136,871			
% Revenues	66.8%	68.3%	69.3%	69.6%	69.4%	68.7%	67.6%	69.5%	66.5%	68.4%			
Gross Profit	\$3,028,066	\$2,180,561	\$2,361,833	\$2,066,278	\$1,976,693	\$2,211,455	\$2,221,221	\$2,391,524	\$2,445,255	\$20,882,886			
% Margin	33.2%	31.7%	30.7%	30.4%	30.6%	31.3%	32.4%	30.5%	33.5%	31.6%			
SG&A													
Salaries	1,313,149	1,164,950	1,218,666	1,252,057	1,288,711	1,292,388	1,236,616	1,253,444	1,218,478	11,238,459			
Contract Labor	191,882	153,295	130,181	126,488	99,915	122,743	126,237	145,090	107,608	1,203,439			
Rent	121,493	121,197	121,032	114,520	120,706	114,839	117,787	118,104	118,050	1,067,728			
Other	386,428	379,400	448,109	333,754	412,424	435,010	345,306	385,834	365,822	3,492,087			
Total SG&A	\$2,012,952	\$1,818,842	\$1,917,988	\$1,826,819	\$1,921,756	\$1,964,980	\$1,825,946	\$1,902,472	\$1,809,958	\$17,001,713			
% Revenues	22.1%	26.4%	25.0%	26.9%	29.8%	27.8%	26.6%	24.3%	24.8%	25.8%			
D&A	14,281	16,459	15,131	15,103	14,735	15,270	14,576	14,633	14,682	134,870			
EBIT	\$1,000,833	\$345,260	\$428,714	\$224,356	\$40,202	\$231,205	\$380,699	\$474,419	\$620,615	\$3,746,303			
% Margin	11.0%	5.0%	5.6%	3.3%	0.6%	3.3%	5.6%	6.1%	8.5%	5.7%			
Addbacks of Extraordinary Items	38,028	20,448	72,340	43,060	68,925	112,948	15,921	42,269	27,089	441,029			
Adjusted EBIT	\$1,038,861	\$365,708	\$501,054	\$267,416	\$109,127	\$344,153	\$396,620	\$516,688	\$647,704	\$4,187,331			
% Margin	11.4%	5.3%	6.5%	3.9%	1.7%	4.9%	5.8%	6.6%	8.9%	6.3%			

Footnotes

- (1) The data above excludes investment banking fees and expenses totaling \$202k during the first 9 months of fiscal year 2011.
- (2) Please refer to separate schedule featuring detail relating to addbacks.

Schedule 4.7

Absence of Certain Changes or Events

(a)

1. In September, 2011, Nexicore was notified of the termination of its laptop repair business with Best Buy Canada.

(b)

1. On November 22, 2011, Parent sold those assets identified on Schedule 2.2(o).

(c)

1. Parent normally requests incremental funding from its primary secured lender due to seasonal peaks in volume for the hardware business. On May 4, 2011, Parent received a loan in the amount of \$415,000 from Delaware Street Capital. The aforementioned loan was repaid on September 14, 2011.
2. As previously discussed with Avnet IT staff, in addition to payments due for a valid license on its SAP system, Nexicore has also been in discussions with other software providers to update a number of licenses (Microsoft, Symantec, etc.). Nexicore estimates the obligation of these licenses to be approximately \$160,000 and plans to pay this from Nexicore cash flow during December, 2011 or January, 2012.

(d)

None.

(e)

1. In September, 2011, Nexicore was notified of the termination of its laptop repair business with Best Buy Canada.

(f)

None.

(g)

None.

(h)

1. On June 25, 2011, Parent began an investigation into the use of Parent's Home Depot credit card that is used for maintenance purchases. It was determined that a member of the maintenance staff had been charging personal items in addition to company purchases. The staff member made approximately \$12,300 in unauthorized

purchases. Two additional maintenance staff members were aware of the purchases and did not report them to management. All three staff members were terminated and one is being prosecuted.

(i)

1. Bankruptcy Case
2. CCAA Recognition Proceedings
3. As indicated during phone calls in August and September 2011 between Avnet and Nexicore, Nexicore has a payment due to the Canadian province of Quebec for provincial sales tax. The financial liability has been accrued on Nexicore's balance sheet as Taxes Payable since 2008, and was approximately \$1.2 million as of September 30, 2011. Nexicore plans to pay this obligation from existing cash prior to Closing.
4. Parent believes its total provincial taxes owed to all other provinces in Canada is approximately \$45,000. The liability has been accrued on Parent's financial statements.
5. Parent estimates it will have total income tax obligation in 2011 of approximately \$244,000, of which \$165,000 has been paid to date. The liability has been accrued on Parent's financial statements.
6. Parent believes approximately \$51,000 is due and outstanding to US states for sales/use tax. The liability has been accrued on Parent's financial statements.
7. In May, 2011 Parent began to provide certain installation services in the state of New York for public works contracts. The NY Department of Labor requires that each install comply with Prevailing Wage job classification that determines the hourly wage paid to an employee for a particular install. Parent's Human Resource department originally determined the hourly Prevailing Wage rate for employees performing this work to be approximately \$13.46 to \$24.51.

The job classification listed for the majority of the installs is "Electrician" which carries a prevailing wage amount of approximately \$32 to \$49 per hour. The rate varies by county. Parent believes the job classification to be incorrect as no electrical work is performed during the installation -- however a job classification for the type of installation being performed has yet to be defined by the Department of Labor. Parent's HR department has determined that until final compliance requirements are determined, certain employees may be eligible for back-pay in certain situations. Amount of exposure is currently estimated to be approximately \$25,000.

(j)

1. Bankruptcy Case

2. CCAA Recognition Proceedings

(k)

None.

Schedule 4.8(b)

Sufficiency of Transferred Assets

1. The disclosures set forth in Schedule 2.2(o) and 2.2(r) are incorporated herein by this reference.

Schedule 4.9

Licenses and Permits

1. Nexicore has an application pending for installation services for the New York City Department of Education.

Schedule 4.11(a)

Employees

1. See attached.
2. Employment Agreement, dated October 1, 2005, by and between Hartford Computer Group, Inc. and Brian Mittman
3. Employment Agreement, dated October 1, 2008, by and between Hartford Computer Group, Inc. and Randy Hodgson
4. Anthem Blue Cross Medical Insurance (PPO, HMO)
5. Anthem Blue Cross Dental Insurance (PPO, DHMO)
6. Lincoln National Life Insurance
7. Life Insurance (\$25,000)
8. EyeMed Vision
9. AFLAC Cancer Plan
10. AFLAC Dental Insurance
11. AFLAC Short Term Disability
12. AFLAC Long Term Disability
13. AFLAC Hospitalization
14. AFLAC Accident
15. AFLAC Life Insurance
16. Lincoln National Short Term Disability
17. Lincoln National Long Term Disability
18. 401k Fidelity
19. OHIP (Ontario Health Insurance Plan)
 - a. Medical
 - b. Dental
 - c. Prescription

- d. Emergency Transportation
- e. Vision

**Hartford Computer Group
 Employee Listing as of December 6, 2011**

DEPT	JOB TITLE	State/Location	HIRE DATE
10215	Packaging Clerk	CA	10/7/2002
10215	Packaging Clerk	CA	12/17/2001
10215	Packaging Clerk	CA	4/26/2011
10216	Shipping Clerk	CA	11/22/2010
10215	Packaging Clerk	CA	4/26/2011
10222	Laptop Final Testing Clerk	CA	7/5/2011
10222	Laptop Final Test Technician	CA	10/27/2010
10214	Order Processing Clerk	CA	5/17/2010
10213	Quality Control Clerk	CA	4/18/2011
10122	Inside Sales Representative	CA	10/5/2011
10215	Order Processing Clerk	CA	8/31/2009
10212	Receiving Clerk	CA	1/24/2011
10215	Packaging Clerk	CA	11/22/2010
10215	Packaging Clerk	CA	10/17/2011
10214	Order Processing Clerk	CA	10/17/2011
10216	Shipping Clerk	CA	7/20/2010
10222	Packaging Clerk	CA	3/1/2010
10222	Asset Reovery Clerk	CA	8/1/2011
10212	Receiving Clerk	CA	4/18/2011
10213	Quality Control Clerk	CA	7/20/2010
10222	Laptop Final Test Technician	CA	6/27/2011
10212	Materials Handler	CA	7/29/2011
10213	Quality Control Clerk	CA	9/27/2010
10441	File Clerk	CA	6/29/2011
10212	Receiving Clerk	CA	4/18/2011
10212	Materials Handler	CA	2/15/2010
10215	Packaging Clerk	CA	11/23/2009
10321	Inventory Clerk	CA	1/11/2011
10222	Laptop Tech Final Testing	CA	12/6/2010
10215	Packaging Clerk	CA	3/23/2007
10215	Packaging Clerk	CA	10/17/2011
10122	Inside Sales Representative	CA	9/12/2011
10214	Order Processing Clerk	CA	11/22/2010
30123	Customer Service Representative	FL	6/1/2010
30123	Customer Service Representative	FL	11/7/2011
30211	Field Service Representative	MI	1/3/2011
30123	Customer Service Representative	FL	4/28/2008
30123	Customer Service Representative	FL	11/16/2009
30123	Customer Service Representative	FL	3/2/2009
30123	Customer Service Representative	FL	9/19/2011
30123	Customer Service Representative	FL	10/5/2009
30513	Billing Administrator	FL	10/5/2009
30123	Customer Service Representative	FL	9/19/2011
30123	Customer Service Representative	FL	9/19/2011
10215	Packaging Clerk	CA	11/13/2000
20222	Break Fix Technician	Ontario	7/19/2010

DEPT	JOB TITLE	State/Location	HIRE DATE
20321	Inventory Control Clerk	Ontario	3/9/2009
20213	Quality Control Clerk	Ontario	12/21/2009
20321	Inventory Control Clerk	Ontario	9/7/2010
20212	Shipping/Receiving Clerk	Ontario	3/9/2009
20212	Shipping/Receiving Clerk	Ontario	1/5/2009
20222	Break Fix Technician	Ontario	9/8/2009
10321	Inventory Clerk	CA	9/14/2009
10213	Quality Control Clerk	CA	8/16/2004
10321	Inventory Clerk	CA	2/28/2011
10215	Order Processing Clerk	CA	4/30/2001
10222	Data Verification/Entry Clerk	CA	1/31/2011
30123	Customer Service Representative	FL	12/20/2010
20212	Shipping/Receiving Clerk	Ontario	8/20/2009
10216	Shipping Clerk	CA	4/26/2011
10222	Repair Technician	CA	5/14/2007
10214	Laptop Order Processor	CA	11/5/2010
10212	Materials Handler	CA	2/9/2009
10213	Quality Control Clerk	CA	1/24/2011
30211	Field Service Representative	MI	1/3/2011
30123	Customer Service Representative	FL	9/30/2011
30123	Customer Service Representative	FL	9/28/2009
30123	Customer Service Representative	FL	9/30/2011
20222	Break Fix Technician	Ontario	11/24/2008
20212	Shipping/Receiving Clerk	Ontario	11/8/2010
20213	Quality Control Clerk	Ontario	3/25/2010
20111	Sales Assistant	Ontario	8/17/2010
20212	Shipping/Receiving Clerk	Ontario	2/9/2009
20213	Quality Control Lead	Ontario	3/15/2011
20111	Sales Assistant	Ontario	10/29/2007
20222	Break Fix Technician	Ontario	1/2/2009
20222	Break Fix Technician	Ontario	11/24/2008
20222	Break Fix Technician	Ontario	11/25/2008
20222	Break Fix Technician	Ontario	11/24/2008
20321	Inventory Control Clerk	Ontario	1/12/2009
20222	Break Fix Technician	Ontario	9/22/2008
10222	Laptop Final Test Technician	CA	11/12/2010
10232	QC Technician	CA	8/13/2008
10321	Inventory Clerk	CA	2/20/2006
10222	Asset Recovery Lead	CA	7/2/2010
30123	Customer Service Representative	FL	8/2/2010
30123	Customer Service Representative	FL	9/19/2011
30513	Recruiter	FL	10/31/2005
30124	Tech Support Representative	FL	3/7/2011
30124	Customer Service Representative	FL	2/23/2009
10222	Lead	CA	1/30/2006
10222	Shipping Clerk	IL	3/4/2011
10215	Rework Tech	CA	7/23/2007
10121A	Printer Repair Technician	IL	10/17/2011
30123	Customer Service Representative	FL	10/8/2007
30211	Tech Support Representative	MI	1/3/2011

DEPT	JOB TITLE	State/Location	HIRE DATE
30123	Customer Service Representative	FL	9/21/2009
30124	Tech Support Representative	FL	10/27/2008
30123	Customer Service Representative	FL	7/7/2008
30124	Customer Service Representative	FL	11/30/2009
30124	Tech Support Representative	FL	12/20/2010
30123	Customer Service Representative	FL	11/19/2007
30123	Customer Service Representative	FL	5/27/2008
30123	Customer Service Representative	FL	8/9/2010
30123	Customer Service Representative	FL	1/28/2008
30123	Customer Service Representative	FL	9/22/2008
30211	Field Service Technician	MI	11/14/2011
30123	Project Manager	FL	10/5/2009
20213	Quality Control Clerk	Ontario	8/3/2010
20222	Technical Services Representative	Ontario	3/14/2011
20321	Inventory Control Clerk	Ontario	12/30/2008
20213	Break Fix Technician	Ontario	10/26/2009
20111	Sales Assistant	Ontario	10/24/2006
20321	Inventory Control Clerk	Ontario	11/27/2008
20321	Inventory Control Clerk	Ontario	12/22/2008
20111	Sales Assistant	Ontario	11/8/2010
20321	Inventory Control Clerk	Ontario	9/7/2008
20213	Quality Control Clerk	Ontario	11/24/2008
20212	Shipping/Receiving Clerk	Ontario	2/9/2009
20321	Inventory Control Clerk	Ontario	9/8/2009
20222	Break Fix Technician	Ontario	7/12/2010
20213	Quality Control Clerk	Ontario	9/7/2010
20111	Sales Assistant	Ontario	10/27/2008
10321	Inventory Clerk	CA	7/24/2006
10222	System Board Technician	CA	8/14/2006
10222	Repair Technician	CA	5/21/2007
10216	Shipping Lead	CA	4/30/2007
10232	Parts Specialist	CA	7/21/2008
30124	Tech Support Representative	FL	10/30/2009
20213	Quality Control Clerk	Ontario	3/2/2007
20111	RMA Coordinator	Ontario	7/9/2007
10222	Repair Technician	CA	6/27/2011
10122	Customer Service Representative	CA	6/9/2008
10213	QC Technician	CA	10/24/2007
10222	Repair Technician	CA	11/20/2006
10222	Repair Technician	CA	10/2/2006
10222	Repair Technician	CA	2/21/2011
10222	Electronic Repair Technician	CA	11/22/2010
10222	Repair Technician	CA	2/14/2011
10214	Order Processing Clerk	CA	2/1/1999
10122	Customer Service Representative	CA	7/11/2011
10222	Repair Technician	CA	5/7/2007
10222	Mechanical Assembler	CA	9/27/2004
10222	Repair Technician	CA	1/31/2011
10321	Inventory Clerk	CA	7/11/2005
10222	Laptop Final Test Technician	CA	1/19/2010

DEPT	JOB TITLE	State/Location	HIRE DATE
10222	Test Technician Trainee	CA	6/17/2002
10222	Electronic Repair Technician	CA	8/8/2005
10222	Electronic Repair Technician	CA	7/20/2010
10413	AP File Clerk	CA	2/4/2008
10222	Electronic Repair Technician	CA	4/30/2010
10222	Repair Technician	CA	11/9/2010
30211	Field Service Representative	MI	12/13/2010
30211	Field Service Representative	MI	1/10/2011
30125	Field Service Representative	MI	3/24/2011
30124	Tech Support Representative	FL	3/31/2008
30211	Field Service Representative	MI	1/3/2011
30211	Field Service Representative	MI	12/13/2010
30211	Field Service Representative	MI	12/13/2010
30211	Field Service Representative	MI	1/3/2011
30211	Field Service Representative	MI	12/13/2010
20222	Break Fix Technician	Ontario	11/8/2010
20213	Quality Control Clerk	Ontario	9/13/2010
20321	Parts Ordering Clerk	Ontario	3/17/2008
20213	Quality Control Clerk	Ontario	2/5/2007
20212	Shipping/Receiving Clerk	Ontario	3/30/2006
20222	Break Fix Technician	Ontario	8/20/2009
20222	Break Fix Technician	Ontario	12/14/2009
10222	System Board Technician	CA	7/9/2001
10216	Shipping Clerk	CA	11/22/2010
10222	Repair Technician	CA	2/7/2011
10222	Repair Technician	CA	1/13/2011
10222	Quality Control Clerk	CA	9/12/2005
10222	Repair Technician	CA	10/1/2007
10122	Customer Service Representative	CA	10/29/2007
30124	Tech Support Representative	FL	6/2/2008
30124	Tech Support Representative	FL	11/17/2008
20211	Media Repair Tech	Ontario	5/2/2006
10212	Receiving Lead	CA	2/6/2006
10212	Receiving Lead	CA	3/3/2008
10222	Repair Technician	CA	9/18/2006
10222	Mechanical Assembler	CA	1/9/2006
10212	Receiving Clerk	CA	5/8/2007
10222	Test Techician	CA	6/22/2011
10222	Test Techician	CA	1/31/2011
10222	Printer Repair Technician	CA	8/23/2007
10222	Technician Assitant	CA	5/23/2011
30124	Field Service Representative	MI	2/7/2011
30124	Field Service Representative	MI	2/7/2011
30125	Field Service Techician	MI	6/20/2011
30124	Tech Support Representative	FL	10/10/2011
30125	Field Service Techician	MI	11/28/2011
30124	Service Administrator	FL	9/16/2004
20111	Program Supervisor	Ontario	2/25/2008
20222	Break Fix Technician	Ontario	8/27/2009
20211	Motherboard Repair Technician	Ontario	2/15/2006

DEPT	JOB TITLE	State/Location	HIRE DATE
20321	Parts Ordering Clerk	Ontario	2/5/2007
10612	Program Sales Administrator	CA	3/29/1999
10222	Board Technician	CA	6/20/2007
10321	Finish Goods Lead	CA	9/17/2001
30125	Field Service Technician	FL	6/6/2011
30124	Field Service Technician	FL	6/13/2011
10222	Repair Technician	CA	5/22/2006
10222	Technician	CA	5/14/2007
10213	Lead	CA	10/16/2007
10222	Repair Technician	CA	1/22/2007
10222	Repair Technician	CA	1/4/2006
10222	Repair Technician	CA	8/14/2006
20211	Media Repair Tech	Ontario	1/24/2007
10222	System Board Technician	CA	3/13/2006
10222	System Board Line Lead	CA	10/9/2000
10222	Electronic Repair Technician	CA	4/30/2010
10213	Quality Control Clerk	CA	2/4/2002
10222	Technician	CA	11/29/2010
10212	Receiving Lead	CA	9/20/2004
10122	Customer Service Representative	CA	11/7/2011
10122	Customer Service Representative	CA	2/2/2011
10111A	Printer Repair Technician	IL	5/23/2011
10441	Security	CA	8/6/2011
10122	Customer Service Representative	CA	5/16/2011
10122	Customer Service Representative	CA	1/24/2011
10222	Repair Technician	CA	5/23/2011
10311	Assistant Buyer	CA	9/17/2009
10122	Customer Service Representative	CA	11/28/2011
10222	Repair Technician	CA	5/14/2007
10222	Escalations Coordinator	CA	10/11/2004
10412	Collections and Credit Specialist	CA	12/17/2007
10122	Customer Service Representative	CA	8/25/2011
10222	Repair Technician	CA	9/20/2010
10413	A/P Administrative Clerk	CA	4/18/2007
10441	Security	CA	7/1/2010
10213	Hard Drive Tester	CA	9/15/2008
10222	Repair Technician	CA	5/31/2011
10122	Customer Service Representative	CA	10/10/2011
10222	Repair Technician	CA	6/1/2011
10222	Repair Technician	CA	1/9/2006
10222	Lead	CA	1/24/2005
10122	Customer Service Representative	CA	11/3/2010
10222	Repair Technician	CA	6/5/2006
10122	Customer Service Representative	CA	9/26/2011
10122	Customer Service Representative	CA	7/27/2011
30123	Customer Service Representative	FL	1/17/2011
30513	Administrative Assistant	FL	9/30/2011
20211	Motherboard Repair Technician	Ontario	5/8/2006
20222	Break Fix Technician	Ontario	8/18/2008
20222	Break Fix Lead Tech.	Ontario	9/29/2008

DEPT	JOB TITLE	State/Location	HIRE DATE
20212	Sr. Receiving Clerk	Ontario	7/30/2001
20213	Quality Control Lead	Ontario	2/19/2008
20222	Break Fix Technician	Ontario	6/23/2008
10222	Test Technician	CA	1/9/2006
10311	Parts Specialist	CA	5/14/2007
30123	Associate	FL	11/19/2007
10222	Mechanical Repair Technician	CA	4/13/1998
10222	Mechanical Repair Technician	CA	1/17/2000
10232	Parts Specialist	CA	4/2/2007
10222	Repair Technician	CA	10/2/2006
10222	Repair Solderer	CA	4/25/2005
10222	Mechanical Repair Technician	CA	9/20/2004
20211	Motherboard Repair Technician	Ontario	12/20/2007
20211	Motherboard Repair Technician	Ontario	10/22/2007
10311	Puchasing Assistant	CA	4/8/2011
10323	Maintenance	CA	2/8/2011
10122	Customer Service Representative	CA	7/2/2007
10222	Repair Technician	CA	4/17/2006
10323	Maintenance	CA	4/26/2011
10122	Customer Service Representative	CA	12/13/2010
10222	Repair Technician	CA	11/17/2011
10311	Purchasing Support Representative	CA	5/25/2011
10321	Inventory Analyst	CA	2/24/1997
10222	BGA Operator	CA	4/14/2008
10122	Customer Service Representative	CA	4/20/2011
10122	Customer Service Representative	CA	3/28/2011
10222	Sr. Repair Technician	CA	9/4/2007
10122	Lead, Customer Service Representative	CA	9/28/2011
30125	Field Service Techician	NY	6/6/2011
30124	Technical Support	IL	8/31/2009
20222	Break Fix Lead Tech.	Ontario	2/19/2008
20222	Break Fix Technician	Ontario	1/13/2009
20222	Break Fix Technician	Ontario	12/4/2007
20122	Administration Supervisor	Ontario	6/25/2007
20213	Quality Control Lead	Ontario	11/4/2008
10222	Repair Technician	CA	10/2/2000
10222	Production Lead	CA	12/6/1999
10122	Q/A Lead	CA	1/3/2006
10311	Assistant Buyer	CA	7/21/2011
10232	QA Technician	CA	1/10/2000
10122	Customer Service Representative	CA	11/22/2010
10222	Component Repair Technician	CA	3/1/1999
10222	Electronic Repair Technician	CA	10/9/2000
10222	Lead	CA	1/17/2005
20211	Motherboard Repair Technician	Ontario	12/11/2006
10412	Accounts Receivable Clerk	CA	2/2/2011
20211	Motherboard Repair Technician	Ontario	5/15/2007
20211	Motherboard Repair Technician	Ontario	8/14/2006
30124	Field Service Representative	PA	10/13/2008
30211	Field Service Supervisor	MI	12/13/2010

DEPT	JOB TITLE	State/Location	HIRE DATE
30125	Warehouse Lead	NY	4/7/2011
30125	Field Service Representative	NY	4/19/2011
10222	Repair Technician	CA	6/26/2006
10216	Shipping Supervisor	CA	10/15/2001
10122	National Parts Supervisor.	CA	2/19/2007
10411	Accounts Payable Clerk	CA	10/2/2009
10214	Order Processing Clerk	CA	10/30/1997
10122	Customer Service Representative	CA	4/26/2010
10222	System Board Technician	CA	4/9/2007
10222	Repair Technician	CA	5/31/2011
30124	Printer Technician	FL	12/13/2010
20321	Inventory Control Supervisor	Ontario	3/1/2006
20222	Break Fix Technician	Ontario	5/3/2010
20213	Quality Control Lead	Ontario	5/1/2006
20222	Break Fix Technician	Ontario	1/22/2007
20321	Inventory Control Supervisor	Ontario	9/10/2007
30124	Tech Support Supervisor	FL	9/22/2008
10222	Sr. Repair Technician	CA	7/17/2006
10222	System Board Technician	CA	2/12/2007
10222	Repair Technician	CA	4/3/2006
20222	Break Fix Lead Tech.	Ontario	1/7/2008
20211	Motherboard Repair Technician	Ontario	12/28/2005
10222	Mechanical Repair Technician	CA	7/12/1999
30124	Customer Services Supervisor	FL	2/22/2005
10122	Customer Service Representative	CA	1/17/2011
10222	Optical Tech.	CA	6/13/2011
10311	Purchasing Support Representative	CA	7/21/2011
10222	Repair Solderer	CA	9/7/2004
10412	AR Billing Clerk	CA	1/7/2011
10222	Repair Technician	CA	1/9/2006
20111	Parts Program Coordinator	Ontario	9/15/2003
10412	Collections and Credit Specialist	CA	10/6/2009
10411	Accounts Payable Clerk	CA	2/14/2000
30125	Field Service Representative	CA	4/13/2011
10222	Sr. Repair Technician	CA	9/18/2006
10222	Repair Technician	CA	6/19/2006
10321	Repair Technician	CA	7/17/2006
10232	Parts Team Lead	CA	9/17/2007
10411	Accounts Payable Specialist	CA	4/20/2009
10222	Repair Technician	CA	10/25/2005
10222	Repair Technician	CA	6/19/2006
10122	Customer Service Supervisor	CA	11/26/2007
10222	Sr. Repair Technician	CA	9/18/2006
10222	Component Repair Technician	CA	4/25/2005
10311	Assistant Buyer	CA	9/16/2002
10411	Accounts Payable Specialist	CA	3/7/2011
10311	Assistant Buyer	CA	10/17/2011
10222	Sr. Repair Technician	CA	9/11/2006
10222	Repair Technician	CA	5/16/2011
20222	Break-Fix Sr. Lead Technician	Ontario	12/19/2005

DEPT	JOB TITLE	State/Location	HIRE DATE
20213	QUALITY ASSURANCE	Ontario	7/9/2007
20222	Break-Fix Sr. Lead Technician	Ontario	4/10/2006
20122	IT Administrator	Ontario	9/12/2006
20111	Program Supervisor	Ontario	3/29/2005
20211	Sr. Motherboard Tech/Trainer	Ontario	1/18/2006
10413	Administrator Assistant	CA	2/24/2006
10222	BGA Operator	CA	4/26/1999
30124	Tech Support Representative	FL	3/31/2008
30124	Field Service Representative	FL	10/1/2007
10121	Sales Administrator	CA	7/25/2005
10311	Account Manager	IL	2/6/1997
30124	TV Repair Technician	FL	7/19/2010
10311	Analyst	CA	11/21/2011
10222	Sr. Repair Technician	CA	3/13/2006
10311	Buyer	CA	3/30/2010
10222	Sr. Repair Technician	CA	10/4/2004
10321	Inventory Control Coordinator	CA	1/16/2006
10441	Security	CA	8/2/2006
10222	Mechanical Specialist	CA	7/21/1997
10222	Board Technician	CA	4/10/2006
10411	Accounts Payable Specialist	CA	8/1/2008
10222	Repair Technician	CA	5/15/2006
10222	Sr. Repair Technician	CA	3/15/1999
10121A	Sr Sales Manager	IL	5/12/2008
10222	Laptop Supervisor	CA	10/24/2005
10222	Laptop Supervisor	CA	2/14/2005
30124	Tech Support Representative	FL	7/14/2008
30124	Tech Support Supervisor	FL	3/24/2003
10311	Buyer	CA	2/5/2007
10222	Component Repair Technician	CA	9/7/2004
10222	SRT Lead	CA	3/7/2005
10222	Production Supervisor	CA	6/16/1997
10222	Repair Technician	CA	7/17/2006
20222	Production Supervisor	Ontario	1/2/2007
20111	Parts Program Supervisor	Ontario	4/11/2005
20111	Program Supervisor	Ontario	9/13/2004
20211	Production Supervisor	Ontario	2/20/2006
30125	Manager	FL	9/18/2003
30125	Field Service Technician	NY	6/6/2011
30125	Field Service Representative	NY	4/19/2011
30124	Assistant Installation Technician	NJ	6/6/2011
10222	Material Supervisor	CA	9/12/2005
10222	Line Supervisor	CA	1/9/2006
30124	TV Repair Technician	FL	3/15/2010
10222	System Board Repair Technician	CA	6/1/2011
10412	AR Billing Clerk	CA	9/19/2007
20211	BGA Operator	Ontario	5/15/2007
10441	Recruiter	CA	10/21/2010
30513	Billing Manager	FL	11/17/2008
10421	Staff Accountant	CA	10/21/2002

DEPT	JOB TITLE	State/Location	HIRE DATE
20212	Shipping/Receiving Manager	Ontario	8/14/2006
10311	Senior Buyer	CA	10/12/1998
10441	Payroll Administrator	CA	9/23/2004
10611	Help Desk	CA	11/29/2007
30124	Field Service Technician	NY	9/1/2004
30124	Supervisor	FL	3/24/2003
10222	Laptop Supervisor	CA	6/13/2011
10412	A/R Collections Lead	CA	8/20/2001
10311	Buyer	CA	10/4/2010
10222	SRT Lead	CA	9/5/1996
20222	Production Supervisor	Ontario	5/12/2008
10121A	Account Manager	IL	6/18/2001
10122	Customer Services Manager	CA	6/15/2006
20122	Manager of Administrative Services	Ontario	7/30/2002
20222	Production Supervisor	Ontario	7/30/2007
10211	Logistics Supervisor	CA	3/12/2007
10611	Administrator, Network	CA	11/29/2010
10121	Program Sales Administrator	CA	10/26/1998
10311	Purchasing Supervisor	CA	5/17/1999
20111	Laptop Program Manager	Ontario	6/11/2001
30211	Field Service Manager	MI	12/13/2010
10441	HR Generalist	CA	7/6/2006
30124	Sr. Field Technician	FL	5/31/2011
10121A	Call Center	NE	1/13/1997
10411	AP Lead	CA	2/5/2008
30125	Project Manager	FL	10/3/2011
10311	Buyer	CA	9/27/2010
10211	Logistics Manager	CA	9/1/1997
10311	Sr. Account Mgr	CA	6/25/2007
10311	Analyst, Procurement	CA	9/7/2010
10321	Inventory Control Manager	CA	11/12/2007
10222	SRT Lead	CA	3/6/2006
10121	Bid Specialist	CA	10/22/2007
10311	Analyst	CA	4/4/2011
30124	Project Manager	TN	6/6/2011
30123	Customer Service Manager	FL	4/23/2007
30124	Manager	FL	8/25/2003
10222	Electrical Engineer	CA	9/5/2006
10122	Parts Sales Manager	NV	2/9/2009
10421	Manager of Financial Reporting	CA	2/4/2008
30125	Sr. Client Relations Mgr.	FL	2/7/2005
30125	Program Manager	FL	9/27/2010
10421	Staff Accountant	CA	10/13/2008
10311	Analyst, Procurement	CA	2/8/2010
30125	Implementation Manager	NY	7/18/2011
20222	Production Manager	Ontario	5/2/2005
10611	IT Manager	CA	10/25/2004
10121A	Sr. Sales	IL	9/28/2004
10211	IT Manager	CA	6/23/1997
10121	VP Bus Dev	NY	2/21/2011

DEPT	JOB TITLE	State/Location	HIRE DATE
10441	HR Director	CA	7/5/2005
10421	Controller	CA	8/14/2006
20222	Plant Manager	Ontario	2/7/2005
10121A	Application Development Manager	IL	1/3/2006
10611	SAP Programmer	CA	2/28/2005
10121	Director of National Accounts.	CA	5/6/2008
10211	VP, Operations	CA	10/11/2005
10521	Chief Financial Officer	CA	6/12/2006
10121A	VP, Sales	IL	10/10/2005
20521	General Manager	Ontario	1/1/2007
30512	Vice President	FL	10/28/2002
10521	VP Procurement	CA	10/10/2005
10521	President, CEO	CA	9/23/2005

Schedule 4.11(b)

Collective Bargaining Arrangements

None.

Schedule 4.12

Brokers

1. Paragon Capital Partners, LLC

Schedule 4.13

Restrictions on Business

1. Hardware Service Provider Agreement, dated July 20, 2011, by and between Nexicore Services and Promethean Inc.

Schedule 5.5

Buyer Governmental Authorizations and Consents

None.

Schedule 7.1

Conduct of Business

None.

Schedule 12.7

Consents

None.

Schedule 12.10

Employment Agreements

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

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

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

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

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

THE COURT FINDS AND CONCLUDES that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED as follows:

A. The Motion is GRANTED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____, 2011

UNITED STATES BANKRUPTCY JUDGE