

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

In re	)	
	)	Chapter 11
	)	
SL Liquidating, Inc., <u>et al.</u> <sup>1</sup> ,	)	Case No. 09-12869 (JVA)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Honorable J. Vincent Aug, Jr.

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**FIRST AMENDED JOINT PLAN OF LIQUIDATION OF  
SL LIQUIDATING, INC. (F/K/A SENCORP) AND ITS AFFILIATED  
DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: March 11, 2010

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<sup>1</sup> The Debtors in these Chapter 11 cases are: SL Liquidating, Inc. (f/k/a SENCORP), SP Liquidating, Inc. (f/k/a Senco Products, Inc.), SE Liquidating, Inc. (f/k/a Senco Export, Inc.), GS Liquidating, LLC (f/k/a SenSource Global Sourcing, LLC), TR Liquidating, LLC (f/k/a TyRex, LLC), GF Liquidating, LLC (f/k/a Global Fastening Solutions, LLC), AF Liquidating, LLC (f/k/a Agrifast, LLC), NC Liquidating, LLC (f/k/a Nexicor, LLC), OF Liquidating, LLC (f/k/a Omnifast, LLC), SC Liquidating, Inc. (f/k/a S C FINANCIAL, INC.), SI Liquidating, Inc. (f/k/a Senco International, Inc.), SM Liquidating, Inc. (f/k/a Sentron Medical, Inc.), and GL Liquidating, Inc. (f/k/a Gregg Laboratories, Inc.).

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**FIRST AMENDED JOINT PLAN OF LIQUIDATION OF  
SL LIQUIDATING, INC. (F/K/A SENCORP) AND ITS AFFILIATE  
DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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The above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) hereby respectfully propose the following joint plan of liquidation under chapter 11 of the Bankruptcy Code. The Plan is premised on the substantive consolidation of the Debtors with respect to the voting and treatment of all Claims and Interests Other than Other Secured Claims, as provided below. The Plan does not contemplate substantive consolidation of the Debtors with respect to Other Secured Claims, which claims shall apply separately with respect to each Plan proposed by each Debtor.

**ARTICLE I.**

**RULES OF INTERPRETATION, COMPUTATION OF TIME,  
GOVERNING LAW AND DEFINED TERMS**

*A. Rules of Interpretation, Computation of Time and Governing Law*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (i) the terms of the Plan are not intended to alter the terms of the Purchase Agreement in any way.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

3. Except to the extent that the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, indenture or other agreement or document entered into in connection herewith, the rights and obligations arising hereunder shall

be governed by, and construed and enforced in accordance with, the laws of the state of Ohio, without giving effect to the principles of conflict of laws thereof.

*B. Defined Terms*

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. “503(b)(9) Bar Date” means July 10, 2009.
2. “Accrued Professional Compensation” means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including success fees and Allowed Fee Claims) for legal, financial, advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Retained Professional’s fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.
3. “Acquired Assets” shall have the meaning set forth in the Purchase Agreement.
4. “Administrative Claim” means any Claim for costs and expenses of administration of the Estates under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the respective Estates and operating the businesses of the Debtors; (b) Fee Claims; (c) all fees and charges assessed against the Estates under chapter 123 of Title 28 of the United States Code, 28 U.S.C. §§ 1911-30; (d) Claims arising under section 503(b)(9) of the Bankruptcy Code; and (e) any and all Claims for Indemnification pursuant to the terms of the Plan.
5. “Administrative Claims Bar Date” means the first Business Day that is 60 days following the Effective Date, except as otherwise provided herein, except that Claims arising under section 503(b)(9) of the Bankruptcy Code shall be subject to the 503(b)(9) Bar Date.
6. “Affiliate” has the meaning set forth at section 101(2) of the Bankruptcy Code.
7. “Allowed” means with respect to Claims: (a) any Claim proof of which is timely Filed by the applicable Claims Bar Date (or for which Claim under the Bankruptcy Code or Final Order of the Bankruptcy Court a Proof of Claim is or shall not be required to be Filed); (b) any Claim that is listed in the Schedules as not contingent, not unliquidated and not disputed, and for which no Proof of Claim has been timely Filed; or (c) any Claim Allowed pursuant to the Plan; provided, however, that with respect to any Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to any Claim no objection to the allowance thereof has been interposed within the applicable Claims Objection Bar Date and such Claim has not thereafter been Allowed by Final Order of the Bankruptcy Court, or such an objection is so interposed and the Claim shall have been Allowed for voting purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent,

unliquidated or disputed, and for which no Proof of Claim is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Post-Consummation Trust and without further notice to or action, approval or order of the Bankruptcy Court.

8. “*Assumed Contracts*” means those Executory Contracts and Unexpired Leases assumed and assigned to the Purchaser pursuant to the Purchase Agreement.

9. “*Assumed Liabilities*” has the meaning set forth in the Purchase Agreement.

10. “*Ballots*” means the ballots accompanying the Disclosure Statement upon which Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process.

11. “*Bankruptcy Code*” means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases.

12. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of Ohio, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157 and/or the order of the United States District Court for the Southern District of Ohio, the United States District Court for the Southern District of Ohio.

13. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

14. “*Beneficiaries*” means the Holders of Claims that are to be satisfied through post-Effective Date distributions from the Post-Consummation Trust as provided herein.

15. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as defined by Bankruptcy Rule 9006(a)).

16. “*Cash*” means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and Cash Equivalents.

17. “*Cash Equivalents*” means equivalents of Cash in the form of readily marketable securities or instruments issued by an Entity, including readily marketable direct obligations of, or obligations guaranteed by, the United States of America, commercial paper of domestic corporations carrying a Moody’s rating of “P2” or better, or equivalent rating of any other nationally recognized rating service, or interest bearing certificates of deposit or other similar obligations of domestic banks or other financial institutions having a shareholders’ equity or capital of not less than one hundred million dollars (\$100,000,000) having maturities of not more than one year, at the then generally prevailing rates of interest for like amounts and like periods.

18. “*Causes of Action*” means all actions, causes of action, Claims, Chapter 5 Claims, Insider Causes of Action, liabilities, obligations, rights, suits, debts, damages, judgments,

remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims, whether disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, through and including the Effective Date, including but not limited to those listed on Schedule 1 and Schedule 2 hereto.

19. “*Chapter 5 Claims*” means any and all avoidance, recovery, subordination or other actions or remedies that may be brought on behalf of the Debtors or their estates under the Bankruptcy Code or applicable non-bankruptcy law, including but not limited to actions or remedies under sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552, 553(b) and 724(a) of the Bankruptcy Code, including but not limited to those listed on Schedule 1 hereto.

20. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

21. “*Claim*” means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.

22. “*Claims Bar Date*” means, as applicable, (a) the General Bar Date, (b) the Government Claims Bar Date, (c) the Administrative Claims Bar Date, (d) the 503(b)(9) Bar Date, or (e) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for filing such Claims.

23. “*Claims Objection Bar Date*” means, as applicable: (a) 300 days after the Effective Date; (b) 300 days following the Government Claims Bar Date; or (c) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court or the relevant parties for objecting to such Claims.

24. “*Claims Register*” means the official register of Claims maintained by the Voting and Claims Agent.

25. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

26. “*Commission*” means the U.S. Securities and Exchange Commission.

27. “*Committee*” means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

28. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article X hereof having been (a) satisfied or (b) waived pursuant to Article X.C hereof.



29. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

30. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

31. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

32. “*Consummation*” means the occurrence of the Effective Date.

33. “*Creditor Release*” means the release provided for in Article XI.B hereof.

34. “*Cure Claim*” means a Claim based upon the Debtors’ monetary defaults on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

35. “*D&O Liability Insurance Policies*” means any and all insurance policies for directors’, officers’ or fiduciaries’ liability maintained by the Debtors as of the Petition Date, including the Directors & Officers’ Liability Insurance Policy and the Fiduciary Liability Insurance Policy between National Union Fire Insurance Company of Pittsburgh, PA and the Debtors (Policy No. 01-535-96-44).

36. “*Debtor*” means one of the Debtors, in its individual capacity as a debtor and as a debtor in possession in these Chapter 11 Cases.

37. “*Debtors*” means, collectively: SL Liquidating, Inc. (f/k/a SENCORP), SP Liquidating, Inc. (f/k/a Senco Products, Inc.), SE Liquidating, Inc. (f/k/a Senco Export, Inc.), GS Liquidating, LLC (f/k/a SenSource Global Sourcing, LLC), TR Liquidating, LLC (f/k/a TyRex, LLC), GF Liquidating, LLC (f/k/a Global Fastening Solutions, LLC), AF Liquidating, LLC (f/k/a Agrifast, LLC), NC Liquidating, LLC (f/k/a Nexicor, LLC), OF Liquidating, LLC (f/k/a Omnifast, LLC), SC Liquidating, Inc. (f/k/a S C FINANCIAL, INC.), SI Liquidating, Inc. (f/k/a Senco International, Inc.), SM Liquidating, Inc. (f/k/a Sentron Medical, Inc.), and GL Liquidating, Inc. (f/k/a Gregg Laboratories, Inc.).

38. “*Debtors in Possession*” means, collectively, the Debtors, as debtors in possession in these Chapter 11 Cases.

39. “*DIP Agent*” means Bank of America, N.A.

40. “*DIP Credit Agreement*” means that certain Post-Petition Third Amended and Restated Credit Agreement, dated as of May 8, 2009, by and between the DIP Agent, the DIP Lenders and Senco Products, Inc. and SENCORP, as the same may be amended, modified, ratified, extended, renewed, restated or replaced.

41. “*DIP Credit Agreement Claim*” means the Claims arising under or related to the DIP Credit Agreement, which Claims have been paid in full.

42. “*DIP Lenders*” means the DIP Agent and the banks, financial institutions and other lender parties to the DIP Credit Agreement from time to time.

43. “*DIP Order*” means the Final Order of the Bankruptcy Court that, among other things, approves the DIP Credit Agreement.

44. “*DIP Sale Proceeds*” means Sale Proceeds equal to the total amount of all DIP Credit Agreement Claims.

45. “*Disclosure Statement*” means the Disclosure Statement for the Joint Plan of SL Liquidating, Inc. (f/k/a SENCORP) and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

46. “*Disputed Claim*” means, with respect to any Claim, any Claim that is not yet Allowed.

47. “*Disputed Claims Reserve*” means a reserve for any distributions to be set aside by the Post-Consummation Trust Administrator on account of Disputed Claims.

48. “*Distribution Agent*” means any Entity or Entities chosen by the Post-Consummation Trust Administrator which Entity or Entities may include the Voting and Claims Agent to make or facilitate distributions provided by the Plan.

49. “*Effective Date*” means the day that is the first Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article X.B hereof have been: (i) satisfied; or (ii) waived pursuant to Article X.C hereof.

50. “*Entity*” means an entity as defined in section 101(15) of the Bankruptcy Code.

51. “*Equity Interest*” means any ownership interest in any of the Debtors, including, without limitation, any share of common stock, preferred stock or other instrument evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest in a Debtor that existed immediately prior to the Effective Date, including any Claim arising therefrom subject to subordination pursuant to section 510(b) of the Bankruptcy Code; provided, however, that Equity Interest does not include any Intercompany Interest.

52. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

53. “*Excluded Assets*” has the meaning set forth in the Purchase Agreement.

54. “*Exculpated Parties*” means, collectively: (a) the Debtors; (b) the Committee, and (c) any and all of the current and former members (including *ex officio* members), officers, directors, employees, partners, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, agents, affiliates and representatives of each of the Debtors and the Committee (whether current, former or future, and in each case in his, her or its capacity as such).

55. “*Exculpation*” means the exculpation provision set forth in Article XI hereof.

56. “*Executory Contract*” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

57. “*Fee Claim*” means a Claim under sections 328, 330(a), 331, 363 or 503 of the Bankruptcy Code for Accrued Professional Compensation.

58. “*File*” or “*Filed*” means file, filed or filing with the Bankruptcy Court or its authorized designee in these Chapter 11 Cases.

59. “*Final Order*” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

60. “*General Administrative Claim*” means any Administrative Claim that is not a Fee Claim.

61. “*General Bar Date*” means August 11, 2009.

62. “*General Unsecured Claim*” means any unsecured Claim against any Debtor, , that is not a Priority Tax Claim, Administrative Claim, Fee Claim, Intercompany Claim, or Other Priority Claim.

63. “*Government Claims Bar Date*” means November 4, 2009.

64. “*Holder*” means an Entity holding a Claim or an Equity Interest.

65. “*Impaired*” means any Claim in an Impaired Class.

66. “*Impaired Class*” means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.

67. “*Indemnification*” means the indemnification provisions set forth in Article XI hereof.

68. “*Indemnifiable Claim*” means any action, cause of action, claim, proceeding, investigation, liability, obligation, right, suit, debt, damage, judgment, remedy, demand, setoff, defense, recoupment, crossclaim, counterclaim, third-party claim, indemnity claim, contribution claim or any other claim, whether civil, criminal, administrative or investigative, disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, through and including the Effective Date, to which an Indemnified Party is made a party or otherwise subject by reason of the fact that he or she is or was a director, officer, employee, or agent of a Debtor, or is or was serving at the request of a Debtor as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise.

69. “*Indemnified Party*” means each of the Debtors’ respective current and former officers and directors, each in their respective capacities as such.

70. “*Insider Causes of Action*” means those Causes of Action or potential Causes of Action listed on Schedule 2 hereto.

71. “*Intercompany Claim*” means any Claim of a Debtor against another Debtor.

72. “*Intercompany Interest*” means an equity interest in a Debtor held by another Debtor or an equity interest in a Debtor held by an Affiliate of a Debtor.

73. “*Net Sale Proceeds*” means any Sale Proceeds that are not Prepetition Credit Facility Proceeds or DIP Sale Proceeds.

74. “*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

75. “*Other Secured Claim*” means any secured Claim, other than (a) a DIP Credit Agreement Claim or (b) a Prepetition Credit Facility Claim.

76. “*Parent*” means Wynnchurch Capital Partners II, L.P.

77. “*Person*” means a person as defined in section 101(41) of the Bankruptcy Code.

78. “*Petition Date*” means May 8, 2009, the date on which the Debtors commenced the Chapter 11 Cases.

79. “*Plan*” means this *First Amended Joint Plan of SL Liquidating, Inc. (f/k/a SENCORP) and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* dated as of the

date hereof, as amended, supplemented or modified from time to time, and including the Plan Supplement, which is incorporated herein by reference.

80. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules and exhibits to be Filed at least 20 days prior to the Confirmation Hearing, as amended, supplemented or modified from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules including the Post-Consummation Trust Agreement.

81. “*Post-Consummation Committee*” means the reconstituted Committee effective as of the Effective Date and comprised of three (3) members appointed by the Committee, with all of the rights duties and privileges of a committee pursuant to section 1103 of the Bankruptcy Code, those provided in the Plan and in the Post-Consummation Trust Agreement.

82. “*Post-Consummation Indemnification Amount*” shall have the meaning set forth in Section V. D. hereof.

83. “*Post-Consummation Trust*” means that certain trust to be created on the Effective Date in accordance with the provisions of Article VIII hereof and the Post-Consummation Trust Agreement.

84. “*Post-Consummation Trust Administrator*” means the Entity designated by the Committee, identified in the Plan Supplement and retained as of the Effective Date as the employee or fiduciary responsible for implementing the applicable provisions of the Plan and administering the Post-Consummation Trust in accordance with the Plan and the Post-Consummation Trust Agreement, and any successor appointed in accordance with the Post-Consummation Trust Agreement. As appropriate, references to the Post-Consummation Trust Administrator shall include any Distribution Agent appointed by the Post-Consummation Trust Administrator pursuant to the terms of the Post-Consummation Trust Agreement.

85. “*Post-Consummation Trust Agreement*” means that certain trust agreement, in form and substance satisfactory to the Debtors and the Committee that, among other things, (a) establishes and governs the Post-Consummation Trust, (b) sets forth the powers, duties and responsibilities of the Post-Consummation Trust Administrator and (c) provides for the liquidation and distribution of proceeds of the Post-Consummation Trust Assets.

86. “*Post-Consummation Trust Assets*” means all assets held from time to time by the Post-Consummation Trust.

87. “*Post-Consummation Trust Senior Claims*” means any (a) General Administrative Claims; (a) Priority Tax Claims; (c) Other Priority Claims; (d) Other Secured Claims; and (e) any cure payments due for Retained Contracts, in each case only to the extent not assumed by the Purchaser under the Purchase Agreement.

88. “*Prepetition Credit Facility Agent*” means Bank of America, N.A.

89. “*Prepetition Credit Facility Claim*” means the Claims derived from or based upon the Prepetition Credit Facility, which Claims have been paid in full.

90. “*Prepetition Credit Facility*” means the \$45 million revolving credit facility, the \$12,225,000 term loan and \$10 million letter of credit commitment provided under the Second Amended and Restated Credit Agreement dated May 30, 2007, as the same may have been amended from time to time, between Senco Products, Inc. and SENCORP, as borrowers, certain subsidiaries of the borrowers as guarantors,<sup>2</sup> and the Prepetition Credit Facility Agent.

91. “*Prepetition Credit Facility Lenders*” means those lenders party to the Prepetition Credit Secured Facility from time to time.

92. “*Prepetition Credit Facility Proceeds*” means Sale Proceeds equal to the total amount of all Prepetition Credit Facility Claims.

93. “*Priority Tax Claim*” means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

94. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

95. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

96. “*Purchase Agreement*” means that certain Asset Purchase Agreement by and among the Debtors, the Purchaser and the Parent, dated May 7, 2009, as amended from time to time and as approved by the Bankruptcy Court on July 2, 2009.

97. “*Purchaser*” means Senco Holdings, Inc.

98. “*Record Date*” means the close of business on March 19, 2010.

99. “*Remaining Assets*” means the: (a) Excluded Assets that have not been divested or abandoned by the Debtors as of the Effective Date; (b) Causes of Action, including Chapter 5 Claims; (c) cash on hand, including but not limited to the Net Sale Proceeds; and (d) any and all other assets of the Debtors’ estates, provided that the Remaining Assets shall not include any Acquired Assets.

100. “*Restructuring Transactions*” means, collectively those mergers, consolidations, restructurings, dispositions, liquidations or dissolutions that are required by the Purchase Agreement, or that the Debtors with the agreement of the Committee, the Post-Consummation Trust Administrator pursuant to the terms of the Post-Consummation Trust Agreement, or the Post-Consummation Committee determine to be necessary or appropriate to effectuate the terms of the Plan.

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<sup>2</sup> The Guarantors include: Sentron Medical, Inc., Nexicor, LLC, Senco International, Inc., Duraspin Products, LLC, Global Fastening Solutions, LLC and Omnifast, LLC. The DIP Guarantors include the Guarantors and Senco Export, Inc., SenSource Global Sourcing, LLC, Agrifast, LLC, S C FINANCIAL, INC. and Gregg Laboratories, Inc.

101. “*Retained Contracts*” means those Executory Contracts and Unexpired Leases, if any, to be assumed by the Debtors and assigned to the Post-Consummation Trust as agreed by the Debtors and the Committee, which Retained Contracts shall be set forth in the Plan Supplement.

102. “*Retained Professional*” means any Entity: (a) employed in these Chapter 11 Cases pursuant to a Final Order in accordance with section 327 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, 331 or 363 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

103. “*Sale Order*” means the order of the Bankruptcy Court entered in the Chapter 11 Cases on July 2, 2009 at Docket # 281, approving the Sale Transaction with the Purchaser.

104. “*Sale Proceeds*” means all Cash proceeds of the Sale Transaction.

105. “*Sale Transaction*” means that transaction between the Debtors and the Purchaser as set forth in the Purchase Agreement.

106. “*Schedules*” mean, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms as the same may have been amended, modified or supplemented from time to time.

107. “*Section 510(b) Claims*” means any Claim subject to subordination under section 510(b) of the Bankruptcy Code; provided that a Section 510(b) Claim shall not include any Claim subject to subordination under section 510(b) of the Bankruptcy Code arising from or related to an Equity Interest.

108. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as amended, or any similar federal, state or local law.

109. “*Securities Exchange Act*” means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a-78nn, as amended.

110. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

111. “*Tort Claim*” means any Claim that has not been settled, compromised or otherwise resolved that: (a) arises out of allegations of personal injury, wrongful death, property damage, products liability or similar legal theories of recovery; or (b) arises under any federal, state or local statute, rule, regulation or ordinance governing, regulating or relating to protection of human health, safety or the environment.

112. “*Transferred Insider Causes of Action*” means all Insider Causes of Action other than any insider Causes of Action against Richard Gerwe.

113. “*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

114. “*Unimpaired Class*” means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

115. “*Wind-Down Expenses*” means the costs and expenses necessary to administer and perform the contemplated duties of the Post-Consummation Trust, including distributions on account of Allowed Post-Consummation Trust Senior Claims.

116. “*Voting and Claims Agent*” means The Garden City Group, Inc.

117. “*Voting Deadline*” means April 22, 2010, which is the date by which all Ballots must be received by the Voting and Claims Agent, or such other date as may be established by the Bankruptcy Court.

## ARTICLE II.

### ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS

#### A. *Administrative Claims*

##### 1. General Administrative Claims

Except as otherwise provided herein or as assumed by the Purchaser pursuant to the Purchase Agreement, subject to sections 328, 330(a) and 331 of the Bankruptcy Code, each Holder of an Allowed General Administrative Claim and each Holder of an Allowed Fee Claim, will be paid the full amount of such Allowed Claim in cash (a) on or as soon as reasonably practicable after the Effective Date; (b) if such Claim is Allowed after the Effective Date, on or as soon as practicable after the date such Claim is Allowed; (c) upon such other terms as may be agreed upon by such Holder and the Post-Consummation Trust Administrator; or (d) as otherwise ordered by the Bankruptcy Court. Allowed Administrative Claims shall, to the extent not paid in full in cash on the Effective Date, be paid from the Post-Consummation Trust Assets in accordance with Article V.B.2. hereof, and the Holders of Allowed Administrative Claims shall be Beneficiaries of the Post-Consummation Trust.

Except as otherwise provided in this Article II.A, unless previously Filed, requests for payment of General Administrative Claims must be Filed and served prior to the Administrative Claims Bar Date. Holders of General Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such General Administrative Claims against the Debtors, their Estates, the Post-Consummation Trust and the Post-Consummation Trust Assets and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Post-Consummation Trust and the requesting party by the later of (x) 90 days after the Effective Date and (y) 90 days after the Filing of the applicable request for payment of such General Administrative Claims.



2. Fee Claims

Retained Professionals or other Entities asserting a Fee Claim for services rendered before the Confirmation Date must File and serve on the Post-Consummation Trust and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 45 days after the Effective Date. Objections to any Fee Claim must be Filed and served on the Post-Consummation Trust and the requesting party by the later of (a) 45 days after the Effective Date and (b) 30 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary, the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims.

*B. DIP Credit Agreement Claims*

All DIP Credit Agreement Claims have been paid in full in Cash and satisfied in full prior to the date hereof.

*C. Priority Tax Claims*

Each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an amount agreed to by the Debtors or the Post-Consummation Trust, as applicable, and such Holder; provided, however, that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtors or the Post-Consummation Trust, as applicable, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period not more than five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. Allowed Priority Tax Claims shall, to the extent not paid in full in Cash on the Effective Date, be paid from the Post-Consummation Trust Assets in accordance with Section V.B.2. hereof, and the Holders of Allowed Priority Tax Claims shall be Beneficiaries of the Post-Consummation Trust.

**ARTICLE III.**

**CLASSIFICATION AND TREATMENT  
OF CLASSIFIED CLAIMS AND EQUITY INTERESTS**

*A. Administrative Claims and Priority Tax Claims*

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Credit Agreement Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Equity Interests set forth in this Article III.

*B. Summary*

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

or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or an Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

2. Summary of Classification and Treatment of Classified Claims Against and Equity Interests In Debtors

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Prepetition Credit Facility Claims	Unimpaired	Deemed to Accept
4	General Unsecured Claims	Impaired	Entitled to Vote
5	Section 510(b) Claims	Impaired	Deemed to Reject
6	Intercompany Claims	Impaired	Deemed to Reject
7	Equity Interests	Impaired	Deemed to Reject

C. *Classification and Treatment of Claims Against and Equity Interests In Debtors.*

The classification and treatment of Claims and Equity Interests against the Debtors pursuant to the Plan is as follows.

1. Class 1—Other Priority Claims against the Debtors

- (a) *Classification:* Class 1 consists of all Other Priority Claims against the Debtors.
- (b) *Treatment:* The legal, equitable and contractual rights of the Holders of Allowed Class 1 Claims are unaltered. Unless otherwise agreed to by Holders of Allowed Class 1 Claims and the Debtors or the Post-Consummation Trust Administrator, as applicable, each Holder of an Allowed Class 1 Claim shall receive, in full and final satisfaction of such Allowed Class 1 Claim, payment of the Allowed Class 1 Claim in full in Cash on or as soon as reasonably practicable after the Effective Date.
- (c) *Voting:* Class 1 is Unimpaired, and Holders of Class 1 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Claims are not entitled to vote to accept or reject the Plan; provided, however, that all Class 1 Claims shall be subject to Allowance under the provisions of the Plan, including Article IX hereof.

2. Each Class 2<sup>3</sup>—Other Secured Claims against each Debtor
- (a) *Classification:* Each Class 2 consists of all Other Secured Claims against the applicable Debtor.
  - (b) *Treatment:* Each Holder of an Allowed Other Secured Claim against each Debtor shall be placed in a separate subclass, and each subclass will be treated as a separate Class for distribution purposes. Unless otherwise agreed to by Holders of Allowed Class 2 Claims and the Debtors or the Post-Consummation Trust Administrator, as applicable, each Holder of an Allowed Class 2 Claim shall receive, in full and final satisfaction of such Allowed Class 2 Claim, on or as soon as reasonably practicable after the Effective Date:
    - (i) the collateral securing such Allowed Other Secured Claim; or
    - (ii) a Cash distribution in an amount equal to the value of such collateral.
  - (c) *Voting:* Each Class 2 is Unimpaired, and Holders of Class 2 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Claims are not entitled to vote to accept or reject the Plan; provided, however, that all Class 2 Claims shall be subject to Allowance under the provisions of the Plan, including Article IX hereof.
3. Class 3—Prepetition Credit Facility Claims against the Debtors
- (a) *Classification:* Class 3 consists of all Prepetition Credit Facility Claims against the Debtors.
  - (b) *Treatment:* The Prepetition Credit Facility Claims have been paid in full in Cash in full and final satisfaction of such Claims prior to the date hereof.
  - (c) *Voting:* Class 3 is Unimpaired, and Holders of Class 3 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Claims are not entitled to vote to accept or reject the Plan
4. Class 4—General Unsecured Claims against the Debtors
- (a) *Classification:* Class 4 consists of all General Unsecured Claims held against the Debtors.

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<sup>3</sup> There is a separate Class 2 with respect to each Debtor. As described herein, each of such Classes shall receive the same treatment hereunder.

- (b) *Treatment:* Holders of Allowed General Unsecured Claims held against the Debtors will receive, in full and final satisfaction, settlement, release and discharge and in exchange for each Allowed General Unsecured Claims held against the Debtors, their Pro Rata share of the Post-Consummation Trust Assets.
- (c) *Voting:* Class 4 is Impaired, and Holders of Class 4 Claims are entitled to vote to accept or reject the Plan.
- (d) *Restrictions on Recovery:* The Post-Consummation Trust shall not make distributions to Holders of Class 4 Claims until such time as all Allowed Post-Consummation Trust Senior Claims have been paid in full by the Post-Consummation Trust, or until an appropriate Disputed Claims Reserve has been established for the payment of all Allowed Post-Consummation Trust Senior Claims in full.

5. Class 5—Section 510(b) Claims against the Debtors

- (a) *Classification:* Class 5 consists of all Section 510(b) Claims against the Debtors.
- (b) *Treatment:* Holders of Section 510(b) Claims will not receive any distribution on account of such Claims.
- (c) *Voting:* Class 5 is Impaired, and Holders of Class 5 Claims are not entitled to receive or retain any property under the Plan on account of Class 5 Claims. Therefore, Holders of Class 5 Claims are deemed not to have accepted the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Class 5 Claims are not entitled to vote to accept or reject the Plan.

6. Class 6—Intercompany Claims of the Debtors

- (a) *Classification:* Class 6 consists of all Intercompany Claims of the Debtors.
- (b) *Treatment:* Holders of Class 6 Intercompany Claims will not receive any distribution on account of such interests.
- (c) *Voting:* Class 6 is Impaired, and Holders of Class 6 Claims are not entitled to receive or retain any property under the Plan on account of Class 6 Claims. Therefore, Holders of Class 6 Claims are deemed not to have accepted the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Class 6 Claims are not entitled to vote to accept or reject the Plan.

7. Class 7—Equity Interests in the Debtors

- (a) *Classification:* Class 7 consists of all Equity Interests in the Debtors.

- (b) *Treatment:* Holders of Class 7 Equity Interests will not receive any distribution on account of such interests.
- (c) *Voting:* Class 7 is Impaired, and Holders of Class 7 Interests are not entitled to receive or retain any property under the Plan on account of Class 7 Interests. Therefore, Holders of Class 7 Interests are deemed not to have accepted the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Class 7 Interests are not entitled to vote to accept or reject the Plan.

*D. Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under the Plan shall affect the rights of the Debtors or the Post-Consummation Trust, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupment against any such Unimpaired Claims.

**ARTICLE IV.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

*A. Presumed Acceptance of Plan*

Classes 1, 2 and 3 are Unimpaired under the Plan, and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

*B. Voting Classes*

Class 4 is Impaired under the Plan, and Holders of Class 4 Claims as of the Record Date shall be entitled to vote to accept or reject the Plan.

*C. Acceptance by Impaired Classes of Claims*

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims entitled to vote to accept or reject the Plan has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

*D. Deemed Rejection of Plan*

Classes 5, 6 and 7 are Impaired and shall receive no distribution under the Plan on account of their Interests and are, therefore, deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

*E. Cramdown*

The Debtors will request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to Classes 5, 6 and 7 in the event that Class 4 votes to accept the Plan. The Debtors reserve the right to modify the Plan in accordance with Article XIV.C hereof.

**ARTICLE V.**

**MEANS FOR IMPLEMENTATION OF THE PLAN**

*A. Substantive Consolidation*

1. Consolidation of the Chapter 11 Cases of the Debtors. The Plan contemplates and shall effect the substantive consolidation of the Estates of the Debtors into a single Entity with respect to the voting and treatment of all Claims and Interests Other than Other Secured Claims. The Plan does not contemplate substantive consolidation of the Debtors with respect to the Class 2 Claims, which shall be deemed to apply separately with respect to the Plan proposed by each Debtor. On the Effective Date: (a) no distributions will be made under the Plan on account of the Intercompany Claims among the Debtors; (b) the guarantees of the Debtors will be deemed eliminated so that any Claim against the Debtors and any guarantee thereof executed by any Debtor and any joint and several liability of the Debtors with one another will be deemed to be one obligation of the Debtors; and (c) each and every Claim against the Debtors will be deemed asserted against the Post-Consummation Trust, and each such Claim (other than Class 2 Claims) will be deemed to be one Claim against and one obligation of the Post-Consummation Trust) and will be treated in the same Class regardless of the Debtor. Notwithstanding the substantive consolidation herein, substantive consolidation shall not affect the obligation of each and every one of these Debtors under 28 U.S.C. § 1930(a)(6) until a particular case is closed, converted or dismissed.

2. Substantive Consolidation Order. The Plan shall serve as a motion seeking entry of an order substantively consolidating these Chapter 11 Cases of the Debtors with respect to the voting and treatment of all Claims and Interests Other than Other Secured Claims. Unless an objection to substantive consolidation is made in writing by any creditor affected by the Plan as herein provided on or before deadline set by the Bankruptcy Court for the filing of objections against the Plan, an order substantively consolidating these Chapter 11 Cases of the Debtors may be entered by the Bankruptcy Court, which order may be the Confirmation Order. In the event any such objections are timely filed, a hearing with respect thereto shall be scheduled by the Bankruptcy Court, which hearing may, but need not, coincide with the Confirmation Hearing.

3. Reservation of Rights. The Debtors reserve the right at any time up to the conclusion of the Confirmation Hearing to withdraw their request for substantive consolidation of these Chapter 11 Cases of the Debtors, to seek Confirmation of the Plan as if there were no substantive consolidation, and to seek Confirmation of the Plan with respect to one Debtor even if Confirmation with respect to the other Debtors is denied.

*B. Post-Consummation Trust*

1. Establishment of the Post-Consummation Trust

On or prior to the Effective Date, the Debtors, on their own behalf and on behalf of the Beneficiaries, will execute the Post-Consummation Trust Agreement and will take all other steps necessary to establish the Post-Consummation Trust pursuant to the Post-Consummation Trust Agreement as further described in Article VIII hereof. On the Effective Date, and in accordance with and pursuant to the terms of the Plan, the Debtors will transfer to the Post-Consummation Trust all of their rights, title and interests in all of the Remaining Assets other than the Transferred Insider Causes of Action. In connection with the transfer of the Remaining Assets other than the Transferred Insider Causes of Action, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Post-Consummation Trust will vest in the Post-Consummation Trust and its representatives, and the Debtors and the Post-Consummation Trust are authorized to take all necessary actions to effectuate the transfer of such privileges.

2. Funding Expenses of the Post-Consummation Trust

As more fully described in the Post-Consummation Trust Agreement, Cash held by the Post-Consummation Trust will be applied in accordance with this Article V.B.2: first, to fees, costs, expenses and liabilities of the Post-Consummation Trust Administrator and the Post-Consummation Committee; second, to satisfy any Wind-Down Expenses (including distributions on account of Post-Consummation Trust Senior Claims); third, to the remaining distributions provided pursuant to the Plan.

3. Appointment of the Post-Consummation Trust Administrator

On the Effective Date and in compliance with the provisions of the Plan, the Post-Consummation Trust Administrator will be appointed in accordance with the Plan and the Post-Consummation Trust Agreement and the Post-Consummation Trust will be administered by the Post-Consummation Trust Administrator in accordance with the Post-Consummation Trust Agreement. The Post-Consummation Trust Administrator shall consult with, and shall be subject to the direction of, the Post-Consummation Committee pursuant to the terms of the Post-Consummation Trust Agreement or as otherwise requested by the Post Confirmation Committee, and shall follow the instructions of the Post-Consummation Committee with regard to the implementation of the Plan and the Post-Consummation Trust Agreement, including, without limitation, pursuit of the Causes of Action.

*C. Post-Consummation Committee*

1. Establishment of the Post-Consummation Committee

Effective as of the Effective Date of the Plan, the Post-Consummation Committee shall be formed. On the Effective Date, and in accordance with and pursuant to the terms of the Plan, the Debtors will transfer to the Post-Consummation Committee all of their rights, title and interests in all the Transferred Insider Causes of Action. All of the documents, communications, and work-product held by or on behalf of the Committee shall automatically transfer to the Post-

Consummation Committee as of the Effective Date. Similarly, all of the rights and privileges of the Committee, including, without limitation, any attorney-client privilege work product doctrine or privilege, and all other privileges and immunities attaching to any and all documents and communications (whether written or oral) of the Committee shall automatically transfer to the Post-Consummation Committee and its representatives as of the Effective Date. In connection with the transfer of the Transferred Insider Causes of Action, any attorney-client privilege, work product doctrine or privilege, and all other privileges and immunities attaching to any and all documents and communications (whether written or oral) transferred to the Post-Consummation Committee or related to the Transferred Insider Causes of Action shall vest in the Post-Consummation Committee and its representatives. The Committee, the Debtors and the Post-Consummation Committee are authorized to take all necessary actions to effectuate all such transfers. The Post-Consummation Committee shall have the exclusive right and authority to institute, prosecute, abandon, settle or compromise any and all Transferred Insider Causes of Action, and shall have all such other rights and authority as provided in the Plan, the Confirmation Order, the Post-Consummation Trust Agreement, and any other applicable source; provided that the Post-Consummation Committee shall initiate any suits, proceedings or other actions with respect to the Transferred Insider Causes of Action within one year after the Effective Date, or such later date as may be set by order of the Bankruptcy Court following notice and an opportunity for a hearing. Any Insider Causes of Action not commenced pursuant to the terms of this section shall be deemed to be, and shall be, fully, finally and forever released on such date. The Post-Consummation Committee may retain such professionals as it deems appropriate, whose fees shall be paid as set forth in the Post-Consummation Trust Agreement.

#### *D. Valuation of Assets*

As soon as possible after the Effective Date, but in no event later than ninety (90) days thereafter, the Post-Consummation Trust Administrator, based upon her good faith determination after consultation with any professionals she deems appropriate, shall inform the Beneficiaries in writing as to her determination of the value, as of the Effective Date, of the Post-Consummation Trust Assets (net of any applicable liabilities) transferred to the Post-Consummation Trust and the value of such Assets (net of any applicable liabilities) allocable to the Holders of Allowed Claims in Class 4. The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Post-Consummation Trust Administrator, and the Beneficiaries) for all federal income tax purposes, and the parties shall file tax returns consistent with such valuation; provided, however, that such valuation shall not be binding on the Post-Consummation Trust Administrator or any other party for any other purposes, including without limitation in regard to the liquidation of the Post-Consummation Trust Assets, whether by disposition, liquidation, litigation, settlement, or otherwise.

#### *E. Post-Consummation Indemnification Amount*

On the Effective Date, the Post-Consummation Trust Administrator shall escrow \$225,000 in cash from the Remaining Assets (the “**Post-Consummation Indemnification Amount**”) to be used by the Post-Consummation Trust Administrator for the indemnification provisions of Plan Article XI.D. From time to time, to the extent that the Post-Consummation Indemnification Amount is expended and diminished, the Post-Consummation Trust Administrator shall add additional funds to the escrow from the Post-Consummation Trust



Assets to restore the balance of the Post-Consummation Indemnification Amount to \$225,000, or such lesser amount as the Post-Consummation Trust Administrator deems appropriate to the extent approved by order of the Bankruptcy Court following notice to the Indemnified Parties and a hearing.

*F. Restructuring Transactions*

On or after the Effective Date, the Debtors, the Post-Consummation Committee, the Post-Consummation Trust and the Post-Consummation Trust Administrator, as applicable, may enter into Restructuring Transactions without further order of the Bankruptcy Court. The Restructuring Transactions and any other matters provided for hereunder shall be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement of further action by shareholders or directors of any of the Debtors or any other Person.

*G. Further Actions*

On and after the Effective Date, all matters provided for under the Plan and the Purchase Agreement involving the corporate structure of the Debtors will be deemed authorized and approved without any requirement of further action by the Debtors, the Debtors' shareholders or the Debtors' boards of directors provided, however, that the Post-Consummation Committee shall be provided reasonable notice and opportunity to object to all such matters. On and after the Effective Date, the Post-Consummation Trust is authorized and directed to issue, execute and deliver the agreements, documents, and distributions contemplated by the Plan and the Purchase Agreement in the name of and on behalf of the Debtors, provided, however, that the Post-Consummation Trustee may seek a Final Order or Orders from the Bankruptcy Court as to any and all such actions. The Post-Consummation Trust is further authorized and directed to work to resolve, pursuant to the terms of the Post-Consummation Trust Agreement, all disputes arising in connection with the Purchase Agreement including, without limitation, with respect to the final amount of accounts receivable, the final amount of inventory and any buyer adjustment amount..

*H. Sources of Cash for Plan Distributions*

All Cash necessary for the Debtors, or the Post-Consummation Trust, as the case may be, to make payments pursuant hereto shall be obtained from the Sale Proceeds and proceeds from the Post-Consummation Trust Assets, including, without limitation, proceeds from the Post-Consummation Committee's liquidation of the Transferred Insider Causes of Action. The Post-Consummation Committee shall promptly deliver to the Post-Consummation Trust any and all proceeds from the Transferred Insider Causes of Action, for the Post-Consummation Trust to distribute in accordance with the provisions hereof.

*I. Release of Liens, Claims and Equity Interests*

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all Claims, Equity Interests, mortgages, deeds of trust, liens or other security interests against the property of any Estate shall be fully released and discharged.

*J. Cancellation of Notes and Equity Interests*

On the Effective Date, except to the extent otherwise provided herein, the Equity Interests and the Intercompany Interests shall be canceled, and the obligations of the Debtors thereunder or in any way related thereto shall be fully released and discharged. On the Effective Date, except to the extent otherwise provided herein, any indenture relating to any of the foregoing, shall be deemed to be canceled, as permitted by section 1123(a)(5)(F) of the Bankruptcy Code, and the obligations of the Debtors thereunder shall be fully released and discharged.

**ARTICLE VI.**

**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

*A. Assumption and Rejection of Executory Contracts and Unexpired Leases*

1. Rejection of Executory Contracts and Unexpired Leases

Each Executory Contract or Unexpired Lease shall be deemed automatically rejected in accordance with the provisions of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory or Unexpired Lease:

- (a) has previously been assumed by the Debtors by Final Order of the Bankruptcy Court;
- (b) has been assumed by the Debtors by order of the Bankruptcy Court as of the Effective Date which order becomes a Final Order after the Effective Date;
- (c) is the subject of a motion to assume or reject pending as of the Effective Date;
- (d) is a D&O Liability Insurance Policy; provided that such Executory Contracts and Unexpired Leases shall be treated as set forth in Article VI.D hereof;
- (e) is an Assumed Contract;
- (f) is a Retained Contract; or
- (g) is otherwise assumed pursuant to the terms herein.

2. Assumption and Assignment of Assumed Contracts

The Debtors have assumed and assigned the Assumed Contracts to the Purchaser pursuant to the terms of the Purchase Agreement. The designation of a contract or lease as an Assumed Contract shall not be deemed an admission that such contract or lease constitutes an Executory Contract or Unexpired Lease.

3. Assumption and Assignment of Retained Contracts

On the Effective Date, the Debtors will assume and assign the Retained Contracts, if any, to the Post-Consummation Trust. The designation of a contract or lease as a Retained Contract shall not be deemed an admission that such contract or lease constitutes an Executory Contract or Unexpired Lease.

4. Approval of Assumptions and Assignments

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions and assignments described in this Article VI.A, pursuant to sections 365 and 1123 of the Bankruptcy Code, as of the Effective Date. An order of the Bankruptcy Court entered on or prior to the Confirmation Date will specify the procedures for providing notice to each party whose Executory Contract or Unexpired Lease is being assumed or assumed and assigned pursuant to the Plan of: (a) the contract or lease being assumed or assumed and assigned; (b) the cure amount, if any, that the Debtors believe would be payable in connection with such assumption and whether the Purchaser or some other entity is responsible for payment of any cure amount; and (c) the procedures for such party to object to the assumption or assumption and assignment of the applicable Executory Contract or Unexpired Lease or the amount of the proposed cure claim.

*B. Claims Based on Rejection of Executory Contracts or Unexpired Leases*

**Notwithstanding anything to the contrary provided herein, all Proofs of Claim arising from the rejection (if any) of Executory Contracts or Unexpired Leases must be Filed within the later of: (a) 30 days after the entry of an order of the Bankruptcy Court approving any such rejection; and (b) the applicable Claims Bar Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease for which Proofs of Claim are not timely Filed will be forever barred from assertion against the Debtors, their Estates and property or the Post-Consummation Trust, unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article XI.G.**

*C. Cure of Defaults for Retained Contracts*

Any monetary amounts by which any Retained Contract is in default shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to each such Retained Contract may otherwise agree, with all such amounts to be payable either by the Purchaser pursuant to the terms of the Purchase Agreement or from the Post-Consummation Trust, as applicable. In the event of a dispute regarding: (1) the amount of any cure payments; (2) the ability of the Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the applicable Retained Contract; or (3) any other matter pertaining to assumption; the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption of any Retained Contract.

*D. Assumption and Assignment of D&O Insurance Policies*

The D&O Liability Insurance Policies shall be deemed to be and shall be treated as Executory Contracts. As of the Effective Date, the Debtors shall assume and assign and the Post-Consummation Trust shall be deemed to have assumed the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing assumption and assignment of each of the D&O Liability Insurance Policies.

*E. Modifications, Amendments, Supplements, Restatements or Other Agreements*

Unless otherwise provided by the Plan, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements or other agreements that in any manner affect such Executory Contract or Unexpired Lease, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interest.

Amendments, supplements, restatements or other modifications to Executory Contracts or Unexpired Leases executed by the Debtors during the pendency of the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority or amount of any Claim arising in connection therewith.

*F. Reservation of Rights*

Nothing contained in the Plan or Plan Supplement shall constitute an admission by the Debtors that any such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor, the Purchaser or the Post-Consummation Trust has any liability thereunder.

## **ARTICLE VII.**

### **PROVISIONS GOVERNING DISTRIBUTIONS**

*A. Distributions for Allowed Claims*

Except as otherwise provided herein or as may be ordered by the Bankruptcy Court, and subject to the establishment of a Disputed Claims Reserve, all distributions with respect to Claims that are Allowed Claims as of the Effective Date and that are not Assumed Liabilities shall be made by the Post-Consummation Trust as set forth in the Plan. As described in Article VIII hereof, the Post-Consummation Trust shall make distributions on the Effective Date or as soon as reasonably practicable thereafter to the respective Beneficiaries pursuant to the Plan, and the Post-Consummation Trust shall make further distributions to Holders of Claims that subsequently become Allowed Claims pursuant to the Plan.

*B. Distributions on Account of Claims Allowed After the Effective Date*

1. Payments and Distributions on Disputed Claims

Notwithstanding any provision herein to the contrary, except as otherwise agreed by the Post-Consummation Trust Administrator pursuant to the terms of the Post-Consummation Trust Agreement, no partial payments and no partial distributions will be made with respect to a Disputed Claim until the resolution of any such disputes by settlement or Final Order. Payments and distributions to the Holder of a Disputed Claim that has become an Allowed Claim shall be made in accordance with the provisions of the Post-Consummation Trust Agreement. The Post-Consummation Trust Administrator shall establish and maintain appropriate reserves in the Disputed Claims Reserve, pursuant to the terms of the Post-Consummation Trust Agreement, with respect to Claims that require adjudication or other resolution.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

C. *Delivery and Distributions and Undeliverable or Unclaimed Distributions*

1. Delivery of Distributions in General

Except as otherwise provided herein, the Post-Consummation Trust shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtors' books and records as of the date of any such distribution; provided, however, that if such Holder Files a Proof of Claim the address identified by the Proof of Claim shall be the address for such distribution, and the manner of delivery for such distributions shall be determined at the discretion of the Debtors or the Post-Consummation Trust, as applicable. Nothing herein shall require or be deemed to require the Debtors or the Post-Consummation Trust to attempt to locate any Holder of an Allowed Claim. Distributions shall be made in accordance with the provisions of the Post-consummation Trust Agreement, and may be made in one or more payments or deliveries.

2. Distributions by Distribution Agent(s)

The Post-Consummation Trust Administrator shall have the authority, pursuant to the terms of the Post-Consummation Trust Agreement, to enter into agreements with one or more Distribution Agents to facilitate the distributions required hereunder. As a condition to serving as a Distribution Agent, a Distribution Agent must (a) affirm its obligation to facilitate the prompt distribution of any documents, (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required hereunder and (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required hereunder that are to be distributed by such Distribution Agent. The Post-Consummation Trust shall pay to any Distribution Agent all reasonable and documented fees and expenses of the Distribution Agent without the need for any approvals, authorizations, actions or consents. Any Distribution Agent shall submit detailed invoices to the Post-Consummation Trust for all fees and expenses for which the Distribution Agent seeks reimbursement and the Post-Consummation

Trust shall pay those amounts that it deems reasonable, and shall object in writing to those fees and expenses, if any, that the Post-Consummation Trust deems unreasonable. In the event Post-Consummation Trust objects to all or any portion of the fees and expenses to be reimbursed in a Distribution Agent's invoice, the Post-Consummation Trust and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Post-Consummation Trust and such Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

### 3. Minimum Distributions

Notwithstanding anything herein to the contrary, the Post-Consummation Trust and Distribution Agent shall not be required to make distributions or payments of less than \$50.00 and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar, with half dollars or less being rounded down.

If, at any time, only de minimis assets remain in the Post-Consummation Trust after Post-Consummation Trust Senior Claims have been paid in full, the Post-Consummation Trust Administrator may, pursuant to the terms of the Post-Consummation Trust, distribute such assets to a charity, as set forth in the Post-Consummation Trust Agreement.

### 4. Undeliverable Distributions

If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Post-Consummation Trust or its Distribution Agent as undeliverable, no further distributions shall be made to such Holder unless and until the Post-Consummation Trust or its Distribution Agent are notified in writing of such Holder's then current address, at which time all currently due missed distributions shall be made to such Holder without interest no later than the first business day that is 60 days after such notice is actually received by the Post-Consummation Trust or its Distribution Agent. Undeliverable distributions shall remain in the possession of the Post-Consummation Trust; provided that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the later of (a) one year from the Effective Date or (b) such later date as the Post-Consummation Trust Administrator shall determine, pursuant to the terms of the Post-Consummation Trust Agreement.

#### *D. Compliance with Tax Requirements/Allocations*

In connection with the Plan, to the extent applicable, the Post-Consummation Trust shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Post-Consummation Trust and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information

necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Post-Consummation Trust reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

*E. Timing and Calculation of Amounts to Be Distributed*

Except as otherwise provided herein, the Post-Consummation Trust Agreement, on or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Claim shall receive, in one or more payments or deliveries, the full amount of the aggregate distributions that the Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in this Article VII and the Post-Consummation Trust Agreement. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

*F. Setoffs*

The Post-Consummation Trust may withhold (but not set off except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Post-Consummation Trust may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Post-Consummation Trust may hold against the Holder of any such Allowed Claim or are adjudicated by Final Order or otherwise resolved, the Debtors or the Post-Consummation Trust, as applicable, may, pursuant to section 553 of the Bankruptcy Code or applicable non-Bankruptcy law, set off or recoup against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Post-Consummation Trust may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Post-Consummation Trust of any such claims, equity interests, rights and Causes of Action that the Debtors or the Post-Consummation Trust may possess against any such Holder, except as specifically provided herein.

## ARTICLE VIII.

### THE POST-CONSUMMATION TRUST AND THE POST-CONSUMMATION TRUST ADMINISTRATOR

#### A. *Generally*

The powers, authority, responsibilities and duties of the Post-Consummation Trust and the Post-Consummation Trust Administrator are set forth in and will be governed by the Post-Consummation Trust Agreement. The Committee has designated Beth Savage of GBQ Consulting as the initial Post-Consummation Trust Administrator. As set forth herein and in the Post-Consummation Trust Agreement, the Post-Consummation Trust Administrator shall consult with, and shall be subject to the direction of, the Post-Consummation Committee pursuant to the terms of the Post-Consummation Trust Agreement.

#### B. *Purpose of the Post-Consummation Trust*

The Post-Consummation Trust will be established for the primary purpose of liquidating its assets (including, without limitation, pursuing Causes of Action) with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Post-Consummation Trust. The Debtors will have no reversionary or further interest in or with respect to the Post-Consummation Trust Assets or the Post-Consummation Trust upon their transfer of the Post-Consummation Trust Assets. For federal income tax purposes, the Beneficiaries of the Post-Consummation Trust will be treated as grantors and owners thereof and the Post-Consummation Trust (except with respect to the Disputed Claims Reserve) will be treated as a liquidating trust under 26 C.F.R. § 301.7701-4. Accordingly, for federal income tax purposes, the Beneficiaries will be treated as if they had received a distribution of an undivided interest in the Post-Consummation Trust Assets (net of any applicable liabilities) and then contributed such interests (net of any applicable liabilities) to the Post-Consummation Trust (in each case to the extent of the value of their respective interests in the Post-Consummation Trust Assets). Accordingly, the Post-Consummation Trust will, in an expeditious but orderly manner, liquidate and convert to Cash the Post-Consummation Trust Assets, make timely distributions to the Beneficiaries pursuant to the Plan and not unduly prolong its duration. The Post-Consummation Trust will not be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth herein or in the Post-Consummation Trust Agreement.

#### C. *Transfer of Assets to the Post-Consummation Trust*

The Debtors and the Post-Consummation Trust Administrator will establish the Post-Consummation Trust on behalf of the Beneficiaries pursuant to the Post-Consummation Trust Agreement, with the Beneficiaries to be treated as the grantors and deemed owners of the Post-Consummation Trust Assets. The Debtors will, as set forth below, transfer, assign and deliver to the Post-Consummation Trust, on behalf of the Beneficiaries, all of their rights, titles and interests in the Remaining Assets, including any claims, rights and Causes of Action that the Debtors may hold against any Entity, but not including any Acquired Assets, in accordance with the provisions herein, notwithstanding any prohibition on assignment under non-bankruptcy law.



The Post-Consummation Trust will accept and hold the Remaining Assets as Post-Consummation Trust Assets in the Post-Consummation Trust for the benefit of the Beneficiaries, subject to the Plan and the Post-Consummation Trust Agreement.

On the Effective Date, all Remaining Assets will vest and be deemed to vest in the Post-Consummation Trust as Post-Consummation Trust Assets in accordance with section 1141 of the Bankruptcy Code. Upon the transfer by the Debtors of the Remaining Assets to the Post-Consummation Trust, the Debtors will have no interest in or with respect to any Remaining Assets, the Post-Consummation Trust Assets or the Post-Consummation Trust.

*D. Distribution; Withholding*

The Post-Consummation Committee shall promptly deliver to the Post-Consummation Trust all proceeds from the liquidation of the Transferred Insider Causes of Action. The Post-Consummation Trust will make distributions to its Beneficiaries as provided by the Plan, and pursuant to the Post-Consummation Trust Agreement. The Post-Consummation Trust may withhold from amounts distributable to any Entity any and all amounts, determined pursuant to the terms of the Post-Consummation Trust Agreement, required by the Plan, or applicable law, regulation, rule, ruling, directive or other governmental requirement.

*E. Insurance*

Pursuant to the terms of the Post-Consummation Trust Agreement, the Post-Consummation Trust will maintain customary insurance coverage for the protection of Entities serving as administrators and overseers of the Post-Consummation Trust (including the Post-Consummation Trust Administrator) on and after the Effective Date.

*F. Post-Consummation Trust Implementation*

On the Effective Date, the Post-Consummation Trust will be established and become effective for the benefit of the Holders of Allowed Claims entitled to distributions from the Post-Consummation Trust under the Plan. The Post-Consummation Trust Agreement will be in form and substance agreeable to the Committee and will contain provisions customary for trust agreements utilized in comparable circumstances, including any and all provisions necessary to ensure continued treatment of the Post-Consummation Trust as a grantor trust and the Beneficiaries as the grantors and owners thereof for federal income tax purposes. All relevant parties (including the Debtors, the Post-Consummation Trust Administrator and the Beneficiaries) will take all actions necessary to cause title to the Post-Consummation Trust Assets to be transferred to the Post-Consummation Trust.

*G. Disputed Claims Reserve*

The Post-Consummation Trust Administrator shall maintain, in accordance with the Post-Consummation Trust Administrator's powers and responsibilities under the Plan and the Post-Consummation Trust Agreement, a Disputed Claims Reserve. The Post-Consummation Trust Administrator will, pursuant to the terms of the Post-Consummation Trust Agreement, distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein and in the Post-Consummation Trust Agreement, as such Disputed Claims are resolved pursuant to

Article IX hereof, and such amounts may be distributed on account of such Disputed Claims as if such Disputed Claims had been Allowed Claims as of the Effective Date. The Post-Consummation Trust will pay taxes on the taxable net income or gain allocable to Disputed Claims.

*H. Termination of the Post-Consummation Trust*

The Post-Consummation Trust will terminate as soon as practicable, but in no event later than the fifth anniversary of the Effective Date; provided that, the Bankruptcy Court, upon motion by a party in interest, may extend the term of the Post-Consummation Trust for a finite period if such an extension is necessary to liquidate the Post-Consummation Trust Assets or to complete any distribution required by the Plan and the Post-Consummation Trust Administrator determines that such extension is in the best interests of Creditors. Multiple extensions may be obtained pursuant to the terms of the Post-Consummation Trust Agreement.

*I. Termination of the Post-Consummation Trust Administrator*

The duties, responsibilities and powers of the Post-Consummation Trust Administrator will terminate in accordance with the terms of the Post-Consummation Trust Agreement.

*J. Professionals; Exculpation; Indemnification*

The Post-Consummation Trust Administrator may retain and compensate professionals in accordance with the Post-Consummation Trust Agreement, including professionals who have been or are currently retained as estate professionals, and may retain one or more of the Debtors' employees to provide continuity and assist in the activities of the Post-Consummation Trust in accordance with the terms of the Post-Consummation Trust Agreement. The Post-Consummation Trust, the Post-Consummation Trust Administrator, the Post-Consummation Committee, the professionals retained by any of them, and their respective agents, advisors, employees and representatives, will be exculpated and indemnified pursuant to the terms of the Post-Consummation Trust Agreement and Article XI.E. of the Plan.

**ARTICLE IX.**

**PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS OR EQUITY INTERESTS**

*A. Resolution of Disputed Claims*

1. Prosecution of Claims Objections

The Debtors, prior to the Effective Date, and thereafter the Post-Consummation Trust, shall have the exclusive authority to File objections on or before the Claims Objection Bar Date and settle, compromise, withdraw or litigate to judgment objections to any and all Claims. From and after the Effective Date, the Post-Consummation Trust may settle, compromise or withdraw objections to any Disputed Claim without approval of the Bankruptcy Court or notice to any party other than as may be provided in the Post-Consummation Trust Agreement.

## 2. Claims Estimation

Before the Effective Date, the Debtors, and at any time after the Effective Date, the Post-Consummation Trust may, and the Holder of the affected Disputed Claim may, at any time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to applicable law, including section 502(c) of the Bankruptcy Code, regardless of whether any Entity may have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed Claim, contingent Claim or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan, including for purposes of distributions, subject to further order of the Bankruptcy Court, and the Post-Consummation Trust may elect to pursue additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Post-Consummation Trust may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Each of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

## 3. Deadline to File Objections to Claims

Any objections to Claims, including proceedings to subordinate Claims under section 510 of the Bankruptcy Code or otherwise, other than Administrative Claims, shall be Filed no later than the Claims Objection Bar Date.

### *B. Claims Allowance*

Except as expressly provided herein or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim shall be deemed Allowed unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order (including the Confirmation Order) in the Chapter 11 Cases allowing such Claim. Except as expressly provided by the Plan or any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), the Post-Consummation Trust will have and shall retain after the Effective Date any and all rights and defenses that the Debtors had with respect to any Claim.

### *C. Controversy Concerning Impairment*

If a controversy arises as to whether any Claims or any Class of Claims are Impaired under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine any such controversy before the Confirmation Date.

*D. Disallowance of Claims*

All Claims of any Entity from which property is sought by the Debtors or the Post-Consummation Trust, as applicable, under section 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Post-Consummation Trust allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed pursuant to the terms of the Bankruptcy Code.

EXCEPT AS OTHERWISE AGREED TO BY THE DEBTORS OR THE POST-CONSUMMATION TRUST, AS APPLICABLE, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.

*E. Amendments to Claims*

On or after the Effective Date, except as otherwise provided herein, a Claim may not be re-Filed or amended without the prior authorization of the Bankruptcy Court or the Post-Consummation Trust, and any such re-Filed or amended Claim shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

**ARTICLE X.**

**CONDITIONS PRECEDENT TO CONFIRMATION  
AND CONSUMMATION OF THE PLAN**

*A. Conditions Precedent to Confirmation*

It shall be a condition precedent to Confirmation hereof that

1. all provisions, terms and conditions hereof are approved in the Confirmation Order; and
2. the proposed Confirmation Order shall be in form and substance acceptable to the Debtors and the Committee; provided that the Debtors or the Committee may seek an expedited hearing before the Bankruptcy Court to address any objections to such order.

*B. Conditions Precedent to Consummation*

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article X.C hereof:

1. the Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto shall be acceptable to the Debtors and the Committee;

2. the Confirmation Order shall have been entered and become a Final Order in form and substance satisfactory to the Debtors and the Committee. The Confirmation Order shall provide that, among other things, the Debtors or the Post-Consummation Trust, as appropriate, are authorized and directed to take all actions necessary or appropriate to consummate the Plan, including entering into, implementing and consummating the contracts, instruments, releases, leases or other agreements or documents created in connection with or described in the Plan, including the implementation of the Post-Consummation Trust;

3. all documents and agreements necessary to implement the Plan, including the Post-Consummation Trust Agreement, shall have (a) satisfied or waived all conditions precedent to such documents and agreements pursuant to the terms of such documents or agreements, (b) been tendered for delivery and (c) been effected or executed;

4. all actions, documents, certificates and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws; and

5. the Debtors shall have sufficient assets to pay all Allowed Administrative Claims in full.

*C. Waiver of Conditions*

The conditions precedent to Confirmation of the Plan and to Consummation of the Plan set forth in this Article X may be waived by mutual agreement of the Debtors and the Committee without notice, leave or order of the Bankruptcy Court or any formal action other than by proceeding to confirm or consummate the Plan.

*D. Effect of Non Occurrence of Conditions to Consummation*

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

**ARTICLE XI.**

**RELEASE, INJUNCTION AND RELATED PROVISIONS**

*A. Compromise and Settlement*

In accordance with the provisions of this Plan, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Post-Consummation Trust may, in accordance with the terms of the Post-Consummation Trust Agreement, compromise and settle Claims against the Debtors and Causes of Action (other than the Transferred Insider

Causes of Action) against other Entities and (2) the Post-Consummation Committee may, in its sole and absolute discretion, compromise and settle Transferred Insider Causes of Action.

*B. Creditor Release*

Except as otherwise provided below and elsewhere in this Plan, the Confirmation Order, or in any other order of the Bankruptcy Court entered prior to the Confirmation Order, in consideration for the agreements or documents to be entered into or delivered in connection with the Plan, (a) each holder of a Claim that votes in favor of the Plan and (b) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Entity that receives a distribution from the Post-Consummation Trust on account of its Allowed Claim, or that has held, holds or may hold a Claim or at any time was a creditor of any of the Debtors and that is not permitted to vote on the Plan, does not vote on the Plan or votes against the Plan, will be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (other than the right to enforce obligations under the Plan and the contracts, instruments, releases, agreements and documents delivered thereunder or contracts assumed in connection therewith); whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, that relate, in any way to a Debtor, the Bankruptcy Cases, the Plan (and the documents delivered thereunder) that such entity has, had or may have against any Debtor, the Committee, the members of the Committee acting in such capacity, and each of the Debtors' and the Committee's respective present or former directors, officers, employees, professionals, fiduciaries and agents, that are based in whole or in part on any act, omission, transaction or other occurrence taking place on or prior to the Effective Date. Notwithstanding anything herein to the contrary, the foregoing release shall have no application to any such claim, obligation, suit, judgment, damage, demand, debt, right, cause of action or liability that may be pursued by or on behalf of the Post-Consummation Trust or by or on behalf of the Post-Consummation Committee.

*C. Exculpation*

Subject to the provisos below, the Exculpated Parties shall neither have nor incur any liability to any Entity for any postpetition act taken or omitted to be taken in connection with or related to formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Consummation of the Plan, the Disclosure Statement, the Post-Consummation Trust Agreement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, it being understood that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan, the Disclosure Statement, and the Post-Consummation Trust Agreement, provided, however, that the foregoing Exculpation shall be of no force or effect with respect to any liability of any Exculpated Party that relates to or results from any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or a breach of fiduciary duty.

*D. Indemnification*

Notwithstanding anything herein to the contrary, but subject to all of the provisions of this Plan Article XI.D., as of and following the Effective Date, the Post-Consummation Trust agrees to indemnify each Indemnified Party for (1) any deductible or retention amounts under the D&O Liability Insurance Policies that is payable by any Indemnified Parties pursuant to the provisions of the D&O Liability Insurance Policies (the “Deductible”), and (2) the reasonable fees and costs of counsel and other professionals reasonably incurred by any Indemnified Party in defending, adjusting, investigating or appealing any Indemnifiable Claim (“Defense Costs”), provided that the applicable Indemnified Party shall not be entitled to receive, and shall repay to the Post-Consummation Trust all such Defense Costs that may already have been paid if it is ultimately determined that the Indemnified Party is not entitled to be indemnified for such Indemnifiable Claim under the standards set forth in Ohio Revised Code Section 1701.13(E)(1) or (E)(2), as applicable, which standards shall be applied regardless of the applicability of Ohio law or choice of law provisions that may otherwise be applicable, whether such Defense Costs are incurred prior to the Petition Date, during the course of the Chapter 11 Cases, or after the Effective Date, but solely to the extent that the amounts described in the immediately preceding clauses (1) and (2) are not paid by the insurers that provided the D&O Liability Insurance Policies (the “Insurers”) by no later than 60 days after written request for payment of such amount by the applicable Indemnified Party to the Insurers. Within 30 days after the Effective Date the Post-Consummation Trust shall reimburse each Indemnified Party for that party’s Defense Costs incurred prior to the Effective Date that have remained unpaid by the Insurers as of the Effective Date following 60 days’ prior written request to the Insurers for payment of such amount by the applicable Indemnified Party, provided, however, that the applicable Indemnified Party shall not be entitled to receive, and shall repay to the Post-Consummation Trust all such Defense Costs that may already have been paid if it is ultimately determined that the Indemnified Party is not entitled to be indemnified for such Indemnifiable Claim under the standards set forth in Ohio Revised Code Section 1701.13(E)(1) or (E)(2), as applicable as set forth above in this paragraph. For purposes of this section D., any amounts due from the Post-Consummation Trust shall not be considered an obligation of the Debtors.

Each Indemnified Party shall be required to timely notify the applicable Insurers of any claims for coverage under the D&O Liability Insurance Policies, as and to the extent required under the D&O Liability Insurance Policies, and the failure of an Indemnified Party to so provide timely notice to the Insurers as and to the extent required under the D&O Liability Insurance Policies shall, to the extent such failure defeats coverage under the D&O Liability Insurance Policies, act as a waiver by such Indemnified Party of any rights of indemnification from the Post-Consummation Trust arising under this section.

Notwithstanding any other provision of this Plan, this Plan Article XI.D. does not and shall not be deemed to obligate the Post-Consummation Trust to provide any indemnification to any Indemnified Party beyond the Deductible and the Defense Costs that may be payable pursuant hereto.

As of and following the Effective Date, the Post-Consummation Trust shall have all rights and standing of, and shall be deemed to be assigned rights from, the Debtors to seek

reimbursement from the Insurers for any and all Defense Costs or other amounts paid by the Post-Consummation Trust pursuant to this section.

*E. Exculpation and Indemnification of the Post-Consummation Committee and the Post-Consummation Trust*

Subject to the provisions of the Post-Consummation Trust, which shall govern to the extent different from the provisions of this section, neither the Post-Consummation Committee, the Post-Consummation Trust Administrator, nor any of their respective members or designees, nor any duly designated administrator, agent, professional, advisor or representative of either, nor their respective employees, in each case, acting in such capacity (collectively, the “Post-Consummation Exculpated Parties” and individually, a “Post-Consummation Exculpated Party”), shall be liable for the act or omission of any other Post-Consummation Exculpated Party. No Post-Consummation Exculpated Party shall be liable for any act or omission taken or omitted to be taken in such capacity, provided, however, that the exculpation provided in this sentence shall be of no force or effect with respect to any liability of any Post-Consummation Exculpated Party that relates to or results from any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, or a breach of fiduciary duty of such Post-Consummation Exculpated Party. The Post-Consummation Trust shall indemnify and hold harmless the Post-Consummation Exculpated Parties from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including, but not limited to, attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions that are subject to the exculpation of this section, it being understood that each Post-Consummation Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties in acting in such capacity.

*F. Preservation of Rights of Action / Reservation of Rights*

1. Maintenance of Causes of Action

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Post-Consummation Trust shall retain all rights to and shall have standing to commence, pursue, litigate or settle, as appropriate, any and all Causes of Actions other than the Transferred Insider Causes of Action, including, but not limited to, any Chapter 5 Claims, those Causes of Action identified on Schedule 1 hereto, and any such rights, actions or claims identified in the Plan Supplement, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including in an adversary proceeding Filed in one or more of the Chapter 11 Cases. Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Post-Consummation Trust shall retain all rights to, and the Post-Consummation Committee shall have standing to commence, pursue, litigate and settle, as appropriate, any and all Transferred Insider Causes of Action, whether existing as of the Petition Date or arising thereafter, in any court or other tribunal including in an adversary proceeding Filed in one or more of the Chapter 11 Cases.

The Causes of Action and Insider Causes of Action and potential defendants and the Entities listed on Schedule 1 and Schedule 2 hereto are not exhaustive and if a specific Cause of Action or Insider Cause of Action or defendant is not identified thereon, it is because such Cause



of Action or Insider Cause of Action or defendant is not known to the Debtors at this time. On behalf of the Debtors and their Estates, the Debtors preserve for the Post-Consummation Trust (and as necessary, for the Post-Consummation Committee) the rights to any Causes of Action or Insider Causes of Action that may be identified on or after the Effective Date. The recoveries, if any, from any litigation brought by the Post-Consummation Trust or the Post-Consummation Committee will depend on many factors, which cannot be predicted at this time. The Post-Consummation Trust Administrator and the Post-Consummation Committee, as the case may be, may in their discretion, as provided pursuant to the terms of the Post-Consummation Trust Agreement, if applicable, elect not to pursue any Causes of Action that they otherwise respectively have authority to pursue hereunder (including Chapter 5 Claims and, with respect to the Post-Consummation Committee, the Transferred Insider Causes of Action) the pursuit of which the Post-Consummation Trust Administrator and the Post-Consummation Committee, as the case may be, respectively, deems not to be in the best interest of the Estates and the Post-Consummation Trust.

Except as specifically provided herein or in the Confirmation Order, nothing contained herein or in the Confirmation Order shall be deemed to be a waiver or relinquishment of any claim, Cause of Action (including Chapter 5 Claims), Insider Cause of Action, right of setoff, or other legal or equitable defense that the Debtors had immediately prior to or following the Petition Date, against or with respect to any Claim left unimpaired by the Plan. The Post-Consummation Trust and Post-Consummation Trust Administrator, as the case may be, shall have, retain, reserve, and be entitled to assert (along with the Post-Consummation Committee, solely with respect to the Transferred Insider Causes of Action) all such claims, Causes of Action (including Chapter 5 Claims), rights of setoff, or other legal or equitable defenses which the Debtors or any of them had immediately prior to or following the Petition Date fully as if the Chapter 11 Cases had not been commenced, and all legal and equitable rights of the Debtors respecting any Claim left unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

Except as otherwise provided in the Plan, Purchase Agreement or Confirmation Order, any claims, rights, Causes of Action and Insider Causes of Action that the Debtors or any of them may hold against any Entity shall vest in the Post-Consummation Trust on the Effective Date and the Post-Consummation Trust shall have the exclusive right and authority to institute, prosecute, abandon, settle or compromise any and all such claims, rights and Causes of Action other than the Transferred Insider Causes of Action, and the Post-Consummation Trust shall not require the consent or approval of any party, other than as provided in the Post-Consummation Trust Agreement, or any further order of the Bankruptcy Court, to settle or resolve any claims, rights and Causes of Action (other than the Transferred Insider Causes of Action) that the Debtors may hold against any Entity. On and after the Effective Date, the Post-Consummation Committee shall have the exclusive right and authority to institute, prosecute, abandon, settle or compromise any and all Transferred Insider Causes of Action, and the Post-Consummation Committee shall not require the consent or approval of any party or any further order of the Bankruptcy Court to settle or resolve any Transferred Insider Causes of Action.

2. Preservation of All Causes of Action Not Expressly Sold, Settled or Released

Any Claim, Cause of Action or Insider Cause of Action against a Holder of a Claim or an Equity Interest or other Entity not expressly waived, abandoned, relinquished, released, compromised or settled in the Plan or any Final Order (including the Confirmation Order) is hereby expressly reserved for later action by the Debtors, the Post-Consummation Trust or the Post-Consummation Committee (including claims and Causes of Action and Insider Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action or Insider Cause of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order. In addition, the Debtors and the Post-Consummation Trust and the Post-Consummation Trust Administrator, as the case may be, (and the Post-Consummation Committee solely with respect to the Transferred Insider Causes of Action) reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a plaintiff, defendant or an interested party, against any Entity, including the plaintiffs or co-defendants in such lawsuits except where such claims or Causes of Action or Insider Cause of Action have been expressly released in the Plan or any other Final Order (including the Confirmation Order).

**ALL ESTATE CAUSES OF ACTION AND INSIDER CAUSES OF ACTION SHALL SURVIVE CONFIRMATION AND THE COMMENCEMENT OR PROSECUTION OF CAUSES OF ACTION OR INSIDER CAUSES OF ACTION SHALL NOT BE BARRED OR LIMITED BY ANY ESTOPPEL, WHETHER JUDICIAL, EQUITABLE, OR OTHERWISE.** The rights of the Post-Consummation Trust Administrator and the Post-Consummation Committee to commence and prosecute Causes of Action (including Chapter 5 Claims) and Transferred Insider Causes of Action, respectively, shall not be abridged or materially altered in any manner by reason of confirmation of the Plan. No defendant party to any Cause of Action (including Chapter 5 Claims) or Insider Cause of Action shall be entitled to assert any defense based, in whole or in part, upon confirmation of the Plan, and confirmation of the Plan shall not have any *res judicata* or collateral estoppel effect upon the commencement and prosecution of Causes of Action (including Chapter 5 Claims) or Insider Causes of Action. The Confirmation Order will contain findings that the foregoing shall be sufficient for all purposes to satisfy the requirements of the standard set forth in *Browning v. Levy*, 283 F.3d 761 (6th Cir. 2002).

G. *Preservation of Insurance.*

Nothing in the Plan shall diminish or impair the enforceability of any policies of insurance (including the D&O Liability Insurance Policies) that may cover claims or causes of action against any Debtor, and Indemnified Party or any other Entity. On and after the Effective Date, the Post-Consummation Trust shall have all rights, standing and authority to enforce the provisions of any such policies of insurance, including the D&O Liability Insurance Policies.

*H. Injunction*

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES THAT: (1) HAVE BEEN RELEASED PURSUANT TO ARTICLE XI.B HEREOF (BUT ONLY TO THE EXTENT OF THE RELEASE PROVIDED IN ARTICLE XI.B); OR (2) ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE XI HEREOF (BUT ONLY TO THE EXTENT OF THE EXCULPATION PROVIDED IN ARTICLE XI) ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING AGAINST ANY ENTITY SO RELEASED OR EXCULPATED (INCLUDING, WITHOUT LIMITATION, THE POST-CONSUMMATION TRUST OR THE PROPERTY OR ESTATE OF ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED OR EXCULPATED CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST ANY ENTITY SO RELEASED OR EXCULPATED (INCLUDING, WITHOUT LIMITATION, THE POST-CONSUMMATION TRUST OR THE PROPERTY OR ESTATE OF ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED OR EXCULPATED CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES; (C) CREATING, PERFECTING OR ENFORCING ANY LIEN, CLAIM OR ENCUMBRANCE OF ANY KIND AGAINST ANY ENTITY SO RELEASED OR EXCULPATED (INCLUDING, WITHOUT LIMITATION, THE POST-CONSUMMATION TRUST OR THE PROPERTY OR ESTATE OF ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED OR EXCULPATED CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM ANY ENTITY SO RELEASED OR EXCULPATED (INCLUDING, WITHOUT LIMITATION, THE POST-CONSUMMATION TRUST OR THE PROPERTY OR ESTATE OF ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED OR EXCULPATED CLAIMS, EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES UNLESS SUCH HOLDER HAS FILED A MOTION REQUESTING THE RIGHT TO PERFORM SUCH SETOFF ON OR BEFORE THE CONFIRMATION DATE, AND NOTWITHSTANDING ANY INDICATION IN A PROOF OF CLAIM OR INTEREST OR OTHERWISE THAT SUCH HOLDER ASSERTS, HAS OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO SECTION 553 OF THE BANKRUPTCY CODE OR OTHERWISE; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST ANY ENTITY SO RELEASED OR EXCULPATED (INCLUDING, WITHOUT LIMITATION, THE POST-CONSUMMATION TRUST OR THE PROPERTY OR ESTATE OF ANY ENTITY SO RELEASED, DISCHARGED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED OR EXCULPATED CLAIMS,

EQUITY INTERESTS, CAUSES OF ACTION OR LIABILITIES RELEASED OR SETTLED PURSUANT TO THE PLAN.

## **ARTICLE XII.**

### **BINDING NATURE OF PLAN**

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS, NOTWITHSTANDING WHETHER ANY SUCH HOLDERS DID NOT VOTE TO ACCEPT OR REJECT THE PLAN, VOTED TO REJECT THE PLAN, OR WERE DEEMED TO REJECT THE PLAN.

## **ARTICLE XIII.**

### **RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;
2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;
3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom;
4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;
5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving a Debtor that may be pending on the Effective Date or instituted by the Post-Consummation Trust or the Post-Consummation Committee after the Effective Date; provided that the Post-Consummation Trust and the Post-Consummation Committee shall have the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan, the Sale Order, the Sale Transaction and the Post-Consummation Trust and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Post-Consummation Trust Agreement, the Purchase Agreement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan, the Sale Order, the Sale Transaction or the Post-Consummation Trust;

9. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

10. enforce any and all terms of the Plan;

11. resolve any cases, controversies, suits or disputes with respect to any Exculpation, Indemnification or other provisions contained in the Plan and enter such orders or take such others actions as may be necessary or appropriate incident thereto;

12. enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan, the Sale Transaction or the Disclosure Statement; and

14. enter an order concluding the Chapter 11 Cases.

#### **ARTICLE XIV.**

#### **MISCELLANEOUS PROVISIONS**

*A. Payment of Statutory Fees*

All fees payable pursuant to 28 U.S.C. § 1930 after the Effective Date shall be paid prior to the closing of the Chapter 11 Cases when due or as soon thereafter as practicable.

*B. Automatic Dissolution of Committee and Post-Consummation Committee*

The Committee shall be reconstituted as of the Effective Date as the three (3) member Post-Consummation Committee without any further action by the Committee other than identification of the members of the Post-Consummation Committee. The Post-Consummation Committee shall automatically dissolve without any further action by the Post-Consummation Committee on the earlier of (i) the date of completion of all of the functions of the Post-Consummation Committee and the Disbursing Agent and the entry of an order closing the

Bankruptcy Case; (ii) the date of conversion of the Bankruptcy Case to a case under chapter 7; or (iii) thirty (30) days after the final distribution is made pursuant to the Plan.

*C. Modification of Plan*

Subject to the limitations and rights contained herein, the Debtors reserve the right to amend or modify the Plan prior to the Confirmation Hearing pursuant to and in accordance with the terms of the Bankruptcy Code and the Bankruptcy Rules.

*D. Revocation of Plan*

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

*E. Successors and Assigns*

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

*F. Reservation of Rights*

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by a Debtor or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtor with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

*G. Section 1146 Exemption*

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto, including the Sale Transaction, shall not be subject to any stamp tax, document recording tax, conveyance fee, intangibles or similar tax, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

*H. Further Assurances*

The Debtors or the Post-Consummation Trust, as applicable, all Holders of Claims receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

*I. Severability*

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, provided that any such alteration or interpretation must be in form and substance acceptable to the Debtors and the Committee; provided further that the Debtors and the Committee may seek an expedited hearing before the Bankruptcy Court to address any objection to any such alteration or interpretation of the foregoing. Notwithstanding any such order by the Bankruptcy Court, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

*J. Service of Documents*

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors shall be sent by overnight mail to:

SL Liquidating, Inc. (f/k/a SENCORP)  
4270 Ivy Pointe Boulevard  
Cincinnati, Ohio 45245  
Attn: Marie Boyle

**with copies to:**

Latham & Watkins LLP  
Suite 5800  
233 South Wacker Drive  
Chicago, Illinois 60606-6401  
Attn: Josef S. Athanas and Stephen R. Tetro II

**and:**

Frost Brown Todd LLC  
2200 PNC Center  
201 East Fifth Street  
Cincinnati, Ohio 45202  
Attn: Ronald E. Gold

*K. Filing of Additional Documents*

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

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Dated: March 11, 2010

Respectfully submitted,

SL Liquidating, Inc. (f/k/a SENCORP)

SP Liquidating, Inc. (f/k/a Senco Products, Inc.)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: General Counsel and Secretary of SL Liquidating, Inc. (f/k/a SENCORP)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of SP Liquidating, Inc. (f/k/a Senco Products, Inc.)

SE Liquidating, Inc. (f/k/a Senco Export, Inc.)

GS Liquidating, LLC (f/k/a SenSource Global Sourcing, LLC)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of SE Liquidating, Inc. (f/k/a Senco Export, Inc.)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of GS Liquidating, LLC (f/k/a SenSource Global Sourcing, LLC)

TR Liquidating, LLC (f/k/a TyRex, LLC)

GF Liquidating, LLC (f/k/a Global Fastening Solutions, LLC)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of TR Liquidating, LLC (f/k/a TyRex, LLC)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of GF Liquidating, LLC (f/k/a Global Fastening Solutions, LLC)

AF Liquidating, LLC (f/k/a Agrifast, LLC)

NC Liquidating, LLC (f/k/a Nexicor, LLC)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of AF Liquidating, LLC (f/k/a Agrifast, LLC)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of NC Liquidating, LLC (f/k/a Nexicor, LLC)

OF Liquidating, LLC (f/k/a Omnifast, LLC)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of  
Liquidating, LLC (f/k/a Omnifast,  
LLC)

SC Liquidating, Inc. (f/k/a S C FINANCIAL,  
INC.)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of SC  
Liquidating, Inc. (f/k/a S C  
FINANCIAL, INC.)

SI Liquidating, Inc. (f/k/a Senco International,  
Inc.)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of SI  
Liquidating, Inc. (f/k/a Senco  
International, Inc.)

SM Liquidating, Inc. (f/k/a Sentron Medical,  
Inc.)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of SM  
Liquidating, Inc. (f/k/a Sentron  
Medical, Inc.)

GL Liquidating, Inc. (f/k/a Gregg Laboratories,  
Inc.)

/s/ Marie M. Boyle  
Name: Marie M. Boyle  
Its: Secretary and Treasurer of GL  
Liquidating, Inc. (f/k/a Gregg  
Laboratories, Inc.)

**SCHEDULE 1**

**Causes of Action**

## **SCHEDULE 1**

The listing of potential Causes of Action and potential defendants on this Schedule and in the Disclosure Statement is not exhaustive and if a specific Cause of Action or potential defendant is not identified in this Schedule, it is because such Cause of Action or potential defendant is not known to the Debtors at this time. The listing of potential Causes of Action includes, but is not limited to, Avoidance Actions and any other litigation or Causes of Action, whether legal, equitable, or statutory in nature, arising out of, or in connection with, the Debtor's business, assets, or operations, or otherwise affecting the Debtors, including but not limited to matters pertaining to contracts, leases, deposits, turnover of property of the Debtors or property of the Debtors' estates, sale of the Debtors' assets, cure payments, cross-claims or counter-claims in pending non-bankruptcy litigation, supplemental executive retirement plans or Rabbi trusts. On behalf of the Debtors and their Estates, the Debtors preserve for the Liquidating Trust, the rights to any Insider Causes of Action that may be identified on or after the Effective Date.

Except as specifically provided in this Disclosure Statement, the Plan or in the Confirmation Order, nothing contained in this Disclosure Statement, the Plan or the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights, claims, or Causes of Action (including but not limited to, any Avoidance Actions) that the Debtor or the Liquidating Trust, as the case may be, may have or which the Liquidating Trustee may choose to assert on behalf of the Estates or the Liquidating Trust in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including, without limitation, any other Cause of Action not specifically released pursuant to the Plan.

The order approving the Disclosure Statement and the Confirmation Order will contain findings that the foregoing shall be sufficient for all purposes to satisfy the requirements of the standard set forth in Browning v. Levy, 283 F.3d 761 (6th Cir. 2002).

# SENCORP, et al.

## Third Parties Paid Within 90 days

Advanced Facilities, Inc.  
Cincinnati Business Committee  
Deloitte Tax LLLP  
Dinsmore And Shohl LLP  
Equitable Payment Center  
Grant Thornton LLP  
Graydon Head & Ritchey LLP  
Keystone Consulting Group, LLC  
Latham & Watkins  
Mesirow Financial  
North Star Navigators  
Pm Services, LLC  
Treasurer Of State Of Ohio  
United Health Care Insurance Company  
Unum Life Insurance Company  
Brett Barclift  
Don Cooley  
Emkay Inc  
Global Fasteners Ltd.  
Matthew Davis  
Mobile Electronics Co, Ltd  
Phoenix International Freight Services  
Verst Group Logistics  
Advanced Facilities Inc.  
Buddy Sears  
CUC Investments, LLC  
Eastgate Commercial  
Frost Brown Todd LLC  
Greenebaum Doll & Mcdonald PLLC  
Naverre Law Firm  
Product Liability Advisory Council  
The Garden City Group, Inc.  
Brad Grubbs  
Momentive  
Torelco- A Division Of Hunterdon Transformer  
Kuehne & Nagel  
Tag Staples Sdn Bhd  
Tianjin Xian Tong Juxiang Metal Man. Co, Ltd.  
Xingya Cincinnati  
Chong Cheng Xing Ye Co., Ltd  
Chuan Yue Co., Ltd  
Innovations Sales LLC  
K K Tech Inc  
Phoenix International  
Strong Lift Group Industrial Co., Ltd  
The Hurst-Merritt Group, Llc  
Tseng Yih Industrial Co.  
Aberdeen Express Inc  
Acme Packaging Systems

# SENCORP, et al.

## Third Parties Paid Within 90 days

ACS Traffic Services Inc  
ADP, Inc  
Advantage Janitorial  
Aero Metals  
AFCO  
All one Co.,Ltd  
American Express, Travel Related Services Co. Inc.  
Amstan  
Angeria Tsai  
Anthony Antol  
Aplus Pnuematic Corp.  
AT&T Mobility  
Avaya Financial Services  
Averitt Express Inc  
Barnel International Inc.  
Basso Industry Corp  
Bekaert Steel Wire Corp  
Belcan Services Group  
Bernard's Laboratories Inc  
Bob Tseng  
Broadwell Factory Group, LLC  
Bruce E Mcfarland  
Cananwill Inc  
Caseware Solutions Group  
CCMR Group  
Chih Hwong Co.,Ltd  
China Staple Enterprise Corp (Taiwan)  
Cincinnati Bell  
Clerco Inc.  
Coast Air Tools Repair  
Commercial Card Services  
Community Painting  
Compensation Consultants Inc.  
Con Way Central Express  
Constellation Newenergy-Gas  
Corporation Service Company  
CPC Logistics Inc  
Crown Run Industrial Co., Ltd.  
Cyber Express Corporation  
Dart Transit Company  
De Poan Pneumatic  
Dean M. Pastore  
Deench Corp.  
Deloitte  
Deloitte (Withholding Tax)  
Don Stepp  
Dorn Fire Protection Company LLC  
Duke Energy  
EHS/Emert Electric Inc

## SENCORP, et al.

### Third Parties Paid Within 90 days

Emkay Inc.  
Epas Group LTD  
Express Services, Inc.  
Fasco America  
Fasco S.P.A.  
Fed Ex Freight East  
Fed Ex Freight West  
Fed Ex National  
Federal Express  
Federal Express Corporation Taiwan Branch  
Flashpoint Enterprise LLC  
Freedom Fastening Systems  
Frost, Brown, And Todd , LLC  
Fulong Customs Broker  
Fu-ming  
Gatetech (Suzhou) Technology Co., Ltd.  
Gerdau Ameristeel  
Giese Screw Products Co.  
Global Trading & Importing Pry Ltd.  
Greenestock Consulting LLC  
Hamex Hardmetallverktug  
Henry County, Tax Commissioner  
Hollingsworth Capital Partners-Cincinnati  
Honor Tone Limited  
Isanta  
James H. Starnes  
Jessie Ho  
Johnstown Wire Technologies  
Kenneth E. Morrison  
Keystone Consulting Group LLC  
Keystone Steel & Wire  
King Steel Corp.  
Krausz Puente LLC  
Kuehne & Nagel Inc  
Kuo Kai Enterprise Co., Ltd.  
KwangSan SOGO Department Store  
Laboratorie Primatech Inc.  
Labor Insurance Council  
Lynn Li  
Marsh Inc  
Marsh Usa Inc.  
Max Chen  
McCarthy-Duce Sales Inc.  
Mechanical Coatings Inc.  
Mid States Express Inc  
Ming Ming Aluminum Co.,LTD.  
Milan Express Co Inc  
Milan Express Co Inc  
Morgan Wood Products



## SENCORP, et al.

### Third Parties Paid Within 90 days

Motion Devices Engineering Co.  
N Y K Logistics (Americas) Inc  
N Y K Logistics  
National Carton Company  
Nelson Chuang  
Nelson J. Frazee  
NIPSCO  
Nolte Screw Machine Products  
Noramco Transport Corp  
Overland Western International  
Packaging Credit Company  
Parker Hannifin Industrial Hose Product  
Partner Professional Staffing LLC  
Phoenix International Frt Svcs  
Precision Fasteners LLC  
Principal Wellness Company  
Prologis Trust  
Quick Coupling Division  
R and L Carriers Inc  
Rex Commercial Fastening B.V.  
Rex Wang  
Richard Friedrich  
Romp Co., Ltd.  
Royer Technologies  
Saia Motor Freight Line Inc  
Schenker International Inc  
Sean A. Fisher  
Senco Latin America  
Senco Pneumatic H.K. Ltd  
Seti Industries (Hk) Co., Limited  
Siemens Product Lifecycle Mgmt. Software  
Simes-Senco S.A.  
Sindin co.,Ltd  
Sphere1  
Spotnails Inc  
Stemcor USA, Inc  
Stephen Gould Corp  
Sterling Commerce  
Steven Davis  
Suburban Oil Co  
T&E Repairs LLC  
Ta-an Construction Co.,LTD  
Ta-an Jin Industrila Co.,LTD  
Ta-an Management Commette  
Tag Staples SDN BHD  
Taichung Customs Bureau  
Tashman & Associates  
Taylor & Aust, Pc  
Techtronic Industries Co.

## **SENCORP, et al.**

### **Third Parties Paid Within 90 days**

Terry D Keith  
Testo Industry Corporation  
The Vanguard Group  
Tianjin Xian Tong Ju Xiang Metal Mfg  
Tiger Inc.  
Tom Tracy  
True Value Company  
Unicatch Industrial Co Ltd  
United Health Care Insurance Co.  
United Way  
Universal Fasteners & Supply  
Unum Life Insurance  
UPS  
US Fasteners Inc  
USF Holland Inc  
USF Reddaway  
Wagner Land Development  
Walton CWOR Nelson 13, LLC  
Ward Trucking Corp  
Wei Xiong  
Wicker Trucking Inc  
WorkflowOne  
Worthen Industries, Inc.  
Wu-Fu Bus Rental Co. Ltd  
Xi-He Industrial Co.  
Xpress Trucking Inc  
Yu-mou Express co.  
Barnel International Inc.  
Flashpoint Enterprise LLC  
Richard Friedrich  
Seti Industries (Hk) Co.  
Simes-Senco S.A.

## SENCORP, et. al.

### Other Transfer of Property Within Two Years of Bankruptcy

Shareholder	Address	Dividend Paid 06/04/07	Dividend Paid 08/02/07	Dividend Paid 10/31/07	Dividend Paid 05/30/08	Dividend Paid 09/02/08	Total
Juilfs Foundation	c/o Geo. Juilfs 4270 Ivy Pointe Blvd., Cinti, OH 45245	\$ 6,595.60	\$ 9,233.84	\$ 10,552.96	\$ 16,489.00	\$ 4,946.70	\$ 47,818.10
Juilfs Legacy Limited Partnership	c/o Geo. Juilfs 4270 Ivy Pointe Blvd., Cinti, OH 45245	\$ 340,050.00	\$ 476,070.00	\$ 544,080.00	\$ 850,202.75	\$ 255,060.83	\$ 2,465,463.58
William Tillinghast Trust #1	c/o David Garber Fifth Third Bank Mail Drop 1090C4, Cinti., OH 45263	\$ 6,129.30	\$ 8,581.02	\$ 9,806.88	\$ 15,323.25	\$ 4,596.98	\$ 44,437.43
William Tillinghast Trust #2	c/o David Garber Fifth Third Bank Mail Drop 1090C4, Cinti., OH 45263	\$ 7,539.30	\$ 10,555.02	\$ 12,062.88	\$ 18,848.25	\$ 5,654.48	\$ 54,659.93
William Tillinghast Trust #3	c/o David Garber Fifth Third Bank Mail Drop 1090C4, Cinti., OH 45263	\$ 7,539.40	\$ 10,555.16	\$ 12,063.04	\$ 18,848.50	\$ 5,654.55	\$ 54,660.65
Jacqueline Kennedy Morgan	2005 Sugarloaf Club Drive, Duluth, GA 30097	\$ 2,193.60	\$ 3,071.04	\$ 3,509.76	\$ 5,484.00	\$ 1,645.20	\$ 15,903.60
Gary Kennedy	4270 Horder Court, Snellville, GA 30039	\$ 2,193.60	\$ 3,071.04	\$ 3,509.76	\$ 5,484.00	\$ 1,645.20	\$ 15,903.60
Mark Kennedy	10605 Tuxford Drive, Alpharetta, GA 30022	\$ 2,193.50	\$ 3,070.90	\$ 3,509.60	\$ 5,483.75	\$ 1,645.13	\$ 15,902.88
Barbara Kennedy	2966 Danbyshire Court, Atlanta, GA 30345	\$ 2,193.50	\$ 3,070.90	\$ 3,509.60	\$ 5,483.75	\$ 1,645.13	\$ 15,902.88
Kevin Kennedy	5634 Sapelo Trail, Norcross, GA 30092	\$ 2,193.50	\$ 3,070.90	\$ 3,509.60	\$ 5,483.75	\$ 1,645.13	\$ 15,902.88
Jack Wilson	874 Locust Corner Road, Cinti, OH 45245	\$ 10.30	\$ 14.42	\$ 16.48	\$ 25.75	\$ 7.73	\$ 74.68
Carl T. Becht	11648 Windy Hill Court, Loveland, OH 45140	\$ 50.00	\$ 70.00	\$ 80.00	\$ 125.00	-	\$ 325.00
James E. Robinson	308 Grants Trail, Dayton, OH 45459	\$ 31.20	\$ 43.68	\$ 49.92	\$ 78.00	\$ 23.40	\$ 226.20
Paul J. Robinson	15565 W. Las Verdes Way, Surprise, AZ 85374	\$ 31.10	\$ 43.54	\$ 49.76	-	-	\$ 124.40
James P. Koechley	33 Bellview Street, Chagrin Falls, OH 44022	\$ 12.20	\$ 17.08	\$ 19.52	\$ 30.50	\$ 9.15	\$ 88.45
Mark R. Kettenacker, Jr.	6091 Perryville Terrace, Mechanicsville, VA 23111	\$ 5.50	\$ 7.70	\$ 8.80	\$ 13.75	\$ 4.13	\$ 39.88
Carla M. Kettenacker	8 South Teakwood Court, Alexandria, KY 41001	\$ 5.40	\$ 7.56	\$ 8.64	\$ 13.50	\$ 4.05	\$ 39.15
Gary J. Kettenacker	4959 Cinnamon Court, Cinti., OH 45244	\$ 5.50	\$ 7.70	\$ 8.80	\$ 13.75	\$ 4.13	\$ 39.88
David J & Aileen Wilson	6872 Seaway Circle, Huntington Beach, CA 92648-2623	\$ 100.00	\$ 140.00	\$ 160.00	\$ 250.00	\$ 75.00	\$ 725.00
Kevin Tierney	243 Ft. Mitchell Avenue, Ft. Mitchell, KY 41011	\$ 8.70	\$ 12.18	\$ 13.92	\$ 21.75	\$ 6.53	\$ 63.08
		<b>\$ 379,081.20</b>	<b>\$ 530,713.68</b>	<b>\$ 606,529.92</b>	<b>\$ 947,703.00</b>	<b>\$ 284,273.45</b>	<b>\$ 2,748,301.25</b>

## SENCORP, et. al.

### Other Transfer of Property Within Two Years of Bankruptcy

Tranferee	Relationship to Debtor	Date of Transfer	Property Transferred	Value Received
Poppers Holding, B.V. Pascallan 88, 8218 NJ Lelystad Netherlands	Not Related	7-Mar-08	All stock in Verpa-Senco B.V. and assignment of distributor contracts for Europe, Russia and South Africa	\$1.5 MM cash deposit; \$8.5 MM cash at closing; one half of the shareholders' equity of Verpa-Senco, B.V. as of the closing date (subsequently determined to be \$728,317 payable in installments); deferred compensation in the form of a 6% note for \$4,846,300 payable in six annual installments.
Hiscox Investment Company PO Box 0816-02884 Panama Republic of Panama	Wholly-Owned Subsidiary	22-Dec-08	All shares (51% ownership stake) in Senco Latin America, S.A.	\$1,813,239 cash
Ikaros Continental. Ltd PO Box 3174, Road Town Tortola BVI	Not Related	26-Dec-08	All shares in Hiscox Investment Company	\$2,550,000 (\$2,000,000 cash; one 5% promissory note for \$275,000 due December 31, 2009, and; a second 5% promissory note due December 31, 2010
Ken Morrison Rabbi Trust		29-Jun-07 2-Jul-07 1-Oct-07 2-Jan-08 1-Feb-08	\$81,000.00 - Deferred compensation payment arrangement	

## **SENCORP, et. al.**

### **Additional Potential Parties to Potential Causes of Action**

Advanced Facilities, Inc.  
Advantage Janitorial  
Aegis Management Group LLC  
Agfast Corporation  
Aida Garrett  
Andres Mejia  
Anthony Muto  
AT&T  
Atlantic City Electric  
B.E.E. Holdings Limited Partnership  
B.E.E. Properties, Inc.  
B.F. Smit  
Blue Grass Metals  
Blue Harbor Group, LLC  
Bobby D. Gheen  
BRL Development Company, LLC  
Broadwell Factory Group, LLC  
Buckeye Container  
C. Daniel Nash  
C.A. Mejia & Cia S.A.  
C.L.M. de Quay  
Cal Crim Inc.  
Carl Becht  
Carle Garrett  
Cavalier Business Communications  
Chance Truemper  
Charles B. Grace  
Charles J. Kubicki  
Cheryl D. Breslin  
Cifalogio, Inc.  
CIGA  
Cincinnati Bell  
Cincinnati United Contractors, Inc.  
Cintas Document Management, LLC  
Clemens Struijk  
Consolidated Logistics & Transportation  
Corus International Trading, Limited  
CUC Investments LLC  
Danna Paglino  
David Mack  
David Riordan  
Derek Ferguson  
Donald C. Bell  
Douglas Furniture, Inc.  
Douglas L. Evans  
Duncan Bourne

## **SENCORP, et. al.**

### **Additional Potential Parties to Potential Causes of Action**

E. A. P. Kuijper  
Eduardo Mejia E.  
EPAS Group, Ltd  
Evans Landscaping, Inc.  
F. Poppers  
FedEx Express  
Frank Feraco  
Frank Hayes  
FS Precision Tech  
George T. James  
Gladys Otey  
Glenn Welch  
Great Lakes Equity Partners  
Hiscox Investment Company Inc.  
Home Depot USA, Inc.  
Howard W. Griffith  
Hunter Keystone Peterbuilt, LP d/b/a Hunter Jersey Peterbuilt  
Ian M. Kirson  
Ikaros Continental Ltd  
Impax Technology Group, LLC  
J.B.M. Underberg  
James Racer  
Janice Hunter-Thorsky  
Jens Erik Sorensen, as Trustee of Sorensen Research and Development Trust  
Joe Speeg  
Joel Dryer  
John "Stanley" Jones  
John E. Smith  
John Kelly  
Kara Roben  
Kass Industrial Supply Corp.  
Kenneth Geis  
Kenneth Morrison  
Kenneth Slocum (Estate)  
King Steel Acquisition Corp.  
Krausz Puente LLC  
Laboratoire Primatech Inc.  
Leggett & Platt  
Lindora, Inc.  
Louis J. Yoppolo Chapter 7 T'ee for Norwalk Furniture Corporation  
Lowe's Companies, Inc.  
Luis Fernando Mejia E.  
Maria Claudia Mejia E.  
Mark Roben  
Mark W. Bailey  
Marlin Leasing

## **SENCORP, et. al.**

### **Additional Potential Parties to Potential Causes of Action**

Michelle Lamb  
Mitek Industries, Inc.  
Norman D. Day  
Northwest Natural Gas Company  
Norwalk Furniture Corporation  
OK Interiors Corporation  
OMG, Inc.  
Opal M. Gillaspy  
Patricia Richie  
Pitney Powes  
Poppers Holding B.V.  
Portland General Electric  
Prinz & Partner  
Rancho Disposal Services, Inc.  
Randy Medlin dba Payzac Precision  
Richard Gerwe  
Richard L. Brown  
Rita D. Lewis  
Robert K. Rothfuss  
Robert Lashon Morrison  
Robert S. Van Doren D/B/A Tervan  
Senco Latin America S.A.  
Senco Products Inc.  
Sharp Rite Tool & Cutter  
Signicast Corporation  
Simpson Strong Tie Co., Inc.  
Skidz Recycling, a division of Kamps Pallets, Inc.  
SPRINT  
SPRINT Data Services  
State of California Division of Workers Compensation  
Steve Welborn  
Steven M. Dickinson  
Steven Mitnick, as Assignee for the Benefit of Creditors of Component Technology, Inc.  
Stronghold Duraspin LLC f/k/a Eastgate Development Partnership  
Supply Technologies  
Taylor Oil Co Inc.  
Tech Way Industries  
Techronic Industries, Inc.  
Teresa White  
Theresa Becht  
Thomas P. Wagner  
Verizon California  
Verizon Wireless  
Vincent Paglino (Estate)  
William E. Hess  
William Mast

## **SENCORP, et. al.**

### **Additional Potential Parties to Potential Causes of Action**

Worldwide Express  
Wynnchurch Capital, Ltd.  
Zee Medical Inc.



**SCHEDULE 2**

**Insider Causes of Action**

## SCHEDULE 2

This Schedule sets forth Insider Causes of Action, including Avoidance Actions, in the name of and on behalf of the Debtors, their Estates and the Liquidating Trust. The Insider Causes of Action may include: (i) any and all Causes of Action pursuant to any applicable section of the Bankruptcy Code, including Avoidance Actions against any Insider of the Debtors; (ii) objections to Claims of Insiders; (iii) claims that the estates are entitled to set off or recoupment claims against Insiders with claims against the Estate; (iv) claims against any and all of the Debtors' current or former shareholders, directors, officers or employees of the Debtor, including but not limited to, any Insiders of the Debtors as defined in section 101(31) of the Bankruptcy Code (including but not limited to, each of their respective members, officers, directors, shareholder, agents, subsidiaries, affiliates, general and limited partners, financial advisors, independent accountants, attorneys, employees, representatives, successors and assignees, including but not limited to other Entities related to or controlled by the foregoing parties for conduct, actions, or failures to act prior to the Petition Date, which conduct is actionable under any theory of law or equity, including, but not limited to, breach of fiduciary duty, breach of contract, mismanagement or malfeasance of any kind, self-dealing, abuse of discretion, professional malpractice, fraud, misrepresentation, violations of state or federal securities laws or similar claims, as well as claims that may be recoverable under the Debtor's insurance policies; and (v) any other litigation or Causes of Action, whether legal, equitable, or statutory in nature, arising out of, or in connection with, the Debtor's business, assets, or operations, or otherwise affecting the Debtors that may exist against any Insiders. The listing of potential Insider defendants on this Schedule are not exhaustive and if a specific Insider Cause of Action or

Insider defendant is not identified in this Schedule, it is because such Insider Cause of Action or Insider defendant is not known to the Debtors at this time. On behalf of the Debtors and their Estates, the Debtors preserve for the Liquidating Trust, the rights to any Insider Causes of Action that may be identified on or after the Effective Date.

Except as specifically provided in this Disclosure Statement, the Plan or in the Confirmation Order, nothing contained in this Disclosure Statement, the Plan or the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights, claims, or Insider Causes of Action (including any Avoidance Actions) that the Debtor or the Liquidating Trust, as the case may be, may have or which the Liquidating Trustee may choose to assert on behalf of the Estates or the Liquidating Trust in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including, without limitation, any other Insider Cause of Action not specifically released pursuant to the Plan.

All Insider Causes of Action shall survive confirmation and the commencement or prosecution of estate actions shall not be barred or limited by any estoppel, whether judicial, equitable, or otherwise. The Liquidating Trustee's right to commence and prosecute Insider Causes of Action (including but not limited to Avoidance Actions) shall not be abridged or materially altered in any manner by reason of confirmation of the Plan. No defendant party to any Insider Cause of Action (including an Avoidance Action) shall be entitled to assert any defense based, in whole or in part, upon confirmation of the Plan, and confirmation of the Plan shall not have any *res judicata* or collateral estoppel effect upon the commencement and prosecution of Causes of Action (including Avoidance Actions). The order approving the Disclosure Statement and the Confirmation Order will contain findings that the foregoing shall

be sufficient for all purposes to satisfy the requirements of the standard set forth in Browning v. Levy, 283 F.3d 761 (6th Cir. 2002).

## SENCORP, et al.

### Officers and Directors

<u>Name</u>	<u>Positions Held</u>
Adriana Hernandez-Vazquez	Examiner
Astles, Paul W.	Managing Director/Director/Manager
Bailey, Mark W.	Director/Officer/Manager/Chief Representative
Barlow, Charles A.	Officer
Baumann, John Q.	Director
Becht, Carl T.	Director
Bernsen, Peter	Managing Director/Director
Blanchette, Gilles F.	Officer
Boyle, Marie M.	Director/Officer/Manager
C.J. Chan	Director
Chan Co Jeng	Director
Chang Jung-Chin	Director
Chen Chin-Fang	Director
Coldman, Peter	Director/Officer/Deputy Manager/Chairman/Manager
Day, Norman D.	Director/Officer/Manager
Depenbrock, Thomas J.	Director
Dubb, Susan T.	Officer
Dunham, Daniel G.	Auditor
Ehle, James A.	Director/Officer/Manager
Endo, Tetsuro	Director/Chairman
Esteban Molina-Madariaga	Examiner
Fernando Delgado-Mah	Examiner
Fisher, Sean A.	Director/Officer/Chairman/General Manager
Flannery, Michael P.	Director/Officer
Fyffe, David T.	Director/Officer/Manager
Gerardo Emiliano Castro-Lopez	Examiner
Gerwe, Richard W.	Director/Officer/General Manager/Manager
Gu YeFei	Director
He XiaoYe	Director
He YongXing	Director/Chairman/General Manager
Hess, William E.	Director/Officer
Hoft, Thomas W.	Director/Officer/Legal Representative/Chairman
Hopewell, Craig S.	Director/Manager/Officer
Huston, Daniel W.	Director
Il Sun Ko	Director
Ivan Dario Arango Gomez	Examiner
James, George T.	Director/Officer/Manager
Juilfs, George C.	Director/Officer/Manager
Kanter, Bryan J.	Director/Officer
Luz Mery Sanchez Salazar	Examiner
Maier, Richard G.	Officer/Auditor
Martin, Andrew T.	Director/Officer/Manager/Agent/Legal Representative/Supervisor
Mast, William F.	Managing Director/Director
Meihaus, Jim	Auditor
Mejia, Andres	Director
Mejia, Eduardo	Director
Mentrup, Clifford C.	Director/Officer/Deputy Manager/Supervisor
Moon Won Choi	Auditor
Morrison, Kenneth E.	Director/Officer
Muto, Anthony J.	Director/Officer/Legal Representative/Chairman/Manager/Incorporator

**Name****Positions Held**

Nelson, Eric Shawn	Auditor
Nordman, John M.	Director/Officer/General Manager/Chairman
Ostrowski, James M.	Director/Officer/Manager
Paglino, Vincent M.	Director/Officer
Parham, Douglas	Director/Deputy Manager
Phillips, David C.	Director
Phillips, Gary	Director
Phillips, Raymond L.	Director
Pulgini, Margaret	Director
Racca, Anthony T.	Officer
Rafael Lorenzo Prieto-Hurtado	Examiner
Refugio Morales-Garza	Examiner
Rekers, Raymond B.	Director/Officer
Riordan, David L.	Director/Officer/General Manager/Chairman
Robertson, James M.	Director/Manager/Agent
Rothfuss, Robert K.	Officer
Royse, Robert W.	Officer
Rudolph, Glenn P.	Director/Officer/Manager
Rusconi, Michael A.	Officer
Sang Wook Cho	Director
Sangermano, Larry P.	Director
Sebastian, Rhonda S.	Officer
Shin-Leei Hwang	Director
Sojak, Thomas M.	Officer
Speeg, Joe	Director
Speer, L. Wayne	Officer
Tandecki, Wolfgang	Managing Director/Director
Tommy Lo Seen Chong	Director/Legal Representative/Chairman
van der Wel, Peter	Managing Director/Director/Officer/General Manager/Manager/Chairman
Victor Armando Monarrez-Santiesteban	Examiner
Vogelsong, Adam	Director
Wei Xiong	Director
Williams, Deborah S.	Officer
Yazmin Montoya-Chavez	Examiner
Yi- Fang Chung	Director
York Shin Lim Voon Kee	Director/Legal Representative/Chairman

## SENCORP, et al.

### Insiders Included In SOFAs (Other than Officers and Directors)

<b>Name</b>	<b>Relation</b>
Barbara Kennedy	Shareholder
Carl T. Becht	Shareholder
Carla M. Kettenacker	Shareholder
David J & Aileen Wilson	Shareholder
Gary J. Kettenacker	Shareholder
Gary Kennedy	Shareholder
Jack Wilson	Shareholder
Jacqueline Kennedy Morgan	Shareholder
James E. Robinson	Shareholder
James P. Koechley	Shareholder
Juilfs Foundation	Shareholder
Juilfs Legacy Limited Partnership	Shareholder
Kevin Kennedy	Shareholder
Kevin Tierney	Shareholder
Mark Kennedy	Shareholder
Mark R. Kettenacker, Jr.	Shareholder
William Tillinghast Trust #1	Shareholder
William Tillinghast Trust #2	Shareholder
William Tillinghast Trust #3	Shareholder
Rex Commercial Fastening BV	Affiliate
Senco (Mauritius)Co. Shanghai Ref Office	Affiliate
Senco General Tools (Suzhou) Co., LTD	Affiliate
Senco Shanghai Office	Affiliate
Global Fastening Solutions, Europe, B.V.	Affiliate
SenSource Global Sourcing (Shanghai), Ltd.	Affiliate