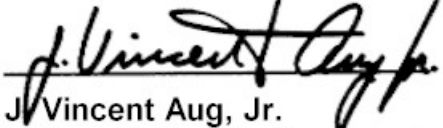


This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Dated: May 27, 2009


J. Vincent Aug, Jr.
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

In re:

SENCORP, et al.,¹

Debtors.

Chapter 11

Case No. 09-12869 (JVA)
(Jointly Administered)

Honorable J. Vincent Aug, Jr.

**FINAL ORDER (I) AUTHORIZING DEBTORS IN POSSESSION TO OBTAIN
POSTPETITION FINANCING PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363 AND 364;
(II) GRANTING LIENS, SECURITY INTERESTS AND SUPERPRIORITY CLAIMS;
(III) AUTHORIZING USE OF CASH COLLATERAL AND GRANTING ADEQUATE
PROTECTION; AND (IV) MODIFYING THE AUTOMATIC STAY**

Upon the motion (the "Motion") of the above-captioned debtors and debtors-in-possession (the "Debtors") for entry of interim order and a final order (this "Final Order") pursuant to sections 105, 361, 362, 363 and 364 of title 11 of the United States Code, 11 U.S.C.

¹ The Debtors in these Chapter 11 cases are: SENCORP, Senco Products, Inc., Senco Export, Inc., SenSource Global Sourcing, LLC, TyRex, LLC, Global Fastening Solutions, LLC, Agrifast, LLC, Nexicor, LLC, Omnifast, LLC, S C FINANCIAL, INC., Senco International, Inc., Sentron Medical, Inc., and Gregg Laboratories, Inc.

§§ 101-1532 (the “Bankruptcy Code”) and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing it to:

(i) obtain credit and incur debt pursuant to sections 105, 362, 363 and 364 of the Bankruptcy Code in accordance with that certain Postpetition Third Amended and Restated Credit Agreement substantially in the form attached as Exhibit A to the Motion (as may be amended, modified or supplemented, the “DIP Credit Agreement”), among the Debtors, the various financial institutions party thereto (collectively, the “DIP Lenders”) and Bank of America, N.A., as global administrative agent (the “DIP Agent”), subject to the terms and conditions set forth herein;

(ii) grant first priority, valid, priming, perfected and enforceable liens (as defined in section 101(37) of the Bankruptcy Code) and superpriority claims to the DIP Agent, for the benefit of the DIP Lenders, against all property of the Debtors’ estates pursuant to sections 364(c)(2) and 364(d)(1) of the Bankruptcy Code, and with priority, as to administrative expenses, as provided in section 364(c)(1) of the Bankruptcy Code;

(iii) use “cash collateral” as the term is defined section 363(a) of the Bankruptcy Code and, pursuant to sections 361 and 363 of the Bankruptcy Code, grant security interests, mortgages and other liens and superpriority claims in order to provide adequate protection to the Prepetition Agent (as defined below) for the benefit of the Prepetition Lenders (as defined below);

(iv) vacate and modify the automatic stay under section 362 of the Bankruptcy Code to the extent necessary to implement and enforce the terms and provisions of the DIP Credit Agreement and this Final Order; and

(v) schedule a final hearing for entry of an order granting the relief requested in the Motion on a final basis and approving the form of notice with respect to the Final Hearing (as defined below) pursuant to Rules 2002, 4001, and 9014 of the Bankruptcy Rules.

This Court having reviewed the Motion and all matters brought to the Court's attention at the preliminary hearing, which was held on May 12, 2009, pursuant to Bankruptcy Rule 4001, and a final hearing held on May 27, 2009, after due deliberation and consideration, the Court makes the following findings of fact and conclusions of law (to the extent any findings of fact constitute conclusions of law, they are adopted as such, and *vice versa*).

THE COURT HEREBY FINDS:

A. On May 8, 2009 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are now operating their businesses and managing their properties as a debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. There is presently no pending request or motion for appointment of a trustee or examiner. The Official Committee of Unsecured Creditors (the "Committee") was appointed on May 18, 2009.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. § 1408.

C. Pursuant to the Second Amended and Restated Credit Agreement dated March 30, 2007 (as amended, modified or supplemented, the "Prepetition Credit Agreement"), among SENCORP, Senco Products, Inc. (together with SENCORP, the "Borrowers"), the various financial institutions party thereto (collectively, the "Prepetition Lenders") and Bank of America, N.A., successor by merger to LaSalle Bank National Association, as global administrative agent

(the “Prepetition Agent”), and related agreements and documents (collectively, with the Prepetition Credit Agreement, the “Prepetition Financing Documents”), the Prepetition Lenders have made certain loans and other financial accommodations to the Borrowers to, *inter alia*, fund the Borrowers’ operations. The Borrowers’ obligations to the Prepetition Lenders under the Prepetition Credit Agreement were and are guaranteed by Sentron Medical, Inc., Senco International, Inc., Nexicor LLC, Tyrex, LLC, Global Fastening Solutions, LLC, Omnifast LLC, (collectively, the “Guarantors” and together with Senco Export, Inc., SenSource Global Sourcing, LLC, Agrifast, LLC, S C FINANCIAL, INC., and Gregg Laboratories, Inc., the “DIP Guarantors”). The Debtors believe that, as of the Petition Date, the aggregate amount of approximately \$23,000,000 was due and owing in respect of loans and other financial accommodations made by the Prepetition Lenders to the Borrowers pursuant to the Prepetition Financing Documents, inclusive of accrued and unpaid interest and fees and expenses incurred in connection therewith, as well as all other Obligations (as defined in the Prepetition Credit Agreement) arising under the Prepetition Financing Documents as provided in the Prepetition Financing Documents (all of the foregoing, the “Prepetition Indebtedness”). For purposes of this Final Order, each of the terms “Postpetition Loans” (as hereinafter defined) and “Prepetition Indebtedness” shall include the principal of, and all interest, fees, expenses and other charges owing in respect of, such loans, indebtedness, or financial accommodations, including any reasonable attorneys’, accountants’, and financial advisors’ fees that are chargeable or reimbursable under the relevant agreements relating to such loans or other indebtedness.

D. To secure the Prepetition Indebtedness and pursuant to the Prepetition Financing Documents, each of the Borrowers and Guarantors granted to the Prepetition Agent, for the benefit of the Prepetition Lenders, security interests in all personal property of the Debtors,

including all accounts, chattel paper, commercial tort claims, deposit accounts, documents, equipment, fixtures, general intangibles, goods, instruments, intellectual property, inventory, investment property, leases, letter-of-credit rights, money and supporting obligations, including all additions, substitutions, replacements, products, and proceeds thereof (all of the foregoing collateral generally described above, and all proceeds thereof, shall be referred to herein collectively as the “Prepetition Collateral,” and such liens shall be referred to herein as the “Prepetition Agent’s Liens”).

E. Pursuant to the terms of the Prepetition Financing Documents, the Prepetition Lenders and the Borrowers agreed that the Borrowers would direct all of their account debtors to make all payments on the accounts directly to a post office box (the “Lock Box”), designated by and under the exclusive control of the Prepetition Agent, and the Borrowers would establish an account (the “Lock Box Account”) with the Prepetition Agent into which the Borrowers would immediately deposit all payments received by the Borrowers. The Prepetition Agent would then apply the whole or any part of such collections or proceeds against the Prepetition Indebtedness as the Prepetition Agent determined at its discretion.

F. The Debtors believe that all cash of the Debtors wherever located on the Petition Date represented either proceeds of loans or other financial accommodations from the Prepetition Lenders to the Borrowers or proceeds of Prepetition Collateral. Pursuant to the Prepetition Financing Documents, the Debtors believe that the Prepetition Agent, on behalf of the Prepetition Lenders, has a first, valid, and perfected security interest in and lien on all of the Debtors’ cash, including but not limited to those funds held in the Lock Box Account on the Petition Date, and that those funds constitute “cash collateral” within the meaning of section 363(a) of the Bankruptcy Code.

G. The Debtors believe that the Prepetition Agent's Liens constitute valid, binding, enforceable, and perfected first-priority liens subject only to liens described in or otherwise permitted by the Prepetition Credit Agreement, and are not subject to avoidance or subordination (except insofar as such liens are subordinated to certain liens permitted by the Prepetition Credit Agreement that are valid, binding, enforceable, and in existence on the Petition Date and the Carve-Out (as hereinafter defined) in accordance with the provisions of this Final Order) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors believe: (1) that the Prepetition Indebtedness constitutes legal, valid, and binding obligations of the Debtors, enforceable in accordance with the terms of the Prepetition Financing Documents (other than in respect of the stay of enforcement arising from Bankruptcy Code section 362); (2) that no offsets, defenses, or counterclaims to the Prepetition Indebtedness exist; and (3) that no portion of the Prepetition Indebtedness is subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

H. An immediate and critical need exists for the Debtors to obtain funds in order to continue the operations of their businesses. Without such funds, the Debtors will not be able to pay their payroll, pay other direct operating expenses, or obtain goods and services needed to carry on their businesses during this sensitive period in a manner that will avoid irreparable harm to the Debtors' estates, creditors, customers, and employees. At this time, the Debtors' ability to finance their operations and the availability to them of sufficient working capital and liquidity through the incurrence of new indebtedness for borrowed money and other financial accommodations are vital to the confidence of the Debtors' vendors and suppliers of other goods and services, to their customers, and to the preservation and maintenance of the going concern value of the Debtors' estates. The Debtors are unable to obtain the required funds in the form of

unsecured credit or unsecured debt allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense pursuant to section 364(a) or 364(b) of the Bankruptcy Code, unsecured debt having the priority afforded by section 364(c)(1) or secured debt as described in section 364(c)(2) or 364(c)(3) except as set forth herein.

I. The Prepetition Agent asserts on behalf of the Prepetition Lenders, and the Debtors believe, that substantially all of the Debtors' assets are subject to the Prepetition Agent's Liens. The Prepetition Agent has objected to any further use of the Prepetition Collateral by the Debtors, except under the terms of the DIP Credit Agreement and this Final Order assuring that the liens and the various claims, superpriority claims, and other protections granted pursuant to this Final Order will not be affected by any subsequent reversal or modification of this Final Order or any other order, as provided in section 364(e) of the Bankruptcy Code, which is applicable to the postpetition financing arrangement contemplated by this Final Order. The DIP Agent and DIP Lenders have acted in good faith, as that term is used in section 364(e) of the Bankruptcy Code, consenting to and in agreeing to provide the postpetition financing contemplated by the DIP Credit Agreement and this Final Order.

J. Pursuant to the Bankruptcy Code and in light of the foregoing, the Debtors are required to provide adequate protection to the Prepetition Agent on behalf of the Prepetition Lenders against any diminution in value of the Prepetition Collateral from and after the Petition Date. The treatment requested by the Debtors for the Prepetition Agent and Prepetition Lenders, and provided by this Final Order, will minimize disputes and litigation over collateral values, priming, use of cash collateral, and the need to segregate the Prepetition Collateral and the proceeds thereof from the Postpetition Collateral (as hereinafter defined) and the proceeds thereof.

K. Due and appropriate notice of the Final Hearing has been provided (by hand, fax, overnight mail, or courier) to counsel to the Prepetition Agent, the United States Trustee, the Guarantors, and the consolidated list of the Debtors' thirty (30) largest unsecured creditors of the Debtors. Notice of the Final Hearing and this Final Order has been sufficient notice under Bankruptcy Rules 4001(c)(2) and 4001(c)(3) and no other need be given.

L. Good cause has been shown for the entry of this Final Order. Among other things, entry of this Final Order will minimize disruption of the Debtors' businesses and operations and permit them to meet payroll and other operating expenses, obtain needed supplies and retain customer and supplier confidence by demonstrating an ability to maintain normal operations. The financing arrangements authorized hereunder are vital to avoid immediate and irreparable harm to the Debtors' estates. Consummation of such financing therefore is in the best interests of the Debtors' estates.

M. Each Debtor is a duly organized, validly existing limited liability company or corporation, as the case may be, and each Debtor has the requisite power and authority to own, lease, and operate its property, including, without limitation, the Prepetition Collateral and the Postpetition Collateral (as those terms are defined in this Final Order). Each Debtor has the requisite power and authority to enter into, execute, deliver, and perform its obligations under the terms of each of the DIP Documents to which it is a party and to incur the obligations provided for therein. The execution, delivery, and performance of each of the DIP Documents to which any Debtor is a party has been duly authorized by all necessary action on the part of such Debtor. Each officer of a Debtor executing the DIP Documents has been duly authorized to execute and deliver the DIP Documents on behalf of such Debtor. The DIP Documents have been duly executed and delivered by each Debtor and, upon entry of this Final Order, shall constitute the

valid and legally binding obligations of each Debtor, enforceable against each Debtor in accordance with their respective terms. No consent or waiver of, filing with, authorization, approval or other action by any shareholder, any federal, state or other governmental authority or regulatory body or any other Person, which has not already been obtained or done, is required in connection with the execution, delivery and performance by any Debtor of any of the DIP Documents or is required as a condition to the validity or enforceability of any of the DIP Documents, except for the entry by the court of this Final Order.

N. The financing and adequate protection arrangements authorized hereunder have been negotiated in good faith and at arm's length among the Debtors, the DIP Agent, and the DIP Lenders. The terms of such financing and adequate protection arrangements are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The Debtors be, and hereby are, authorized to borrow money pursuant to the terms of this Final Order and the provisions of the DIP Credit Agreement (all loans, advances and any other indebtedness or obligations, contingent or absolute, which may now or from time to time hereafter be owing by the Debtors to the DIP Agent and the DIP Lenders, the "Postpetition Loans") and to perform their obligations hereunder and thereunder, solely in accordance with, and subject to, the terms of this Final Order, in compliance with and for the purposes of funding those expenses set forth in the budget attached hereto as Exhibit A (as may be modified or supplemented from time to time without further order of this Court by additional budgets (covering any time period covered by a prior budget or covering additional time periods)

to which the DIP Agent, the DIP Lenders, and the Debtors agree and a copy of which is provided to the Committee, the “Budget”); provided, however, no advances will be made by the DIP Agent or the DIP Lenders unless and until each DIP Guarantor duly executes this Final Order acknowledging, consenting and agreeing to the terms of this Final Order and reaffirming its guarantee of the obligations and liabilities owing the Prepetition Agent and Prepetition Lenders (and the DIP Agent and the DIP Lenders) by the Debtors. The Debtors shall be authorized to borrow funds pursuant to this Final Order: (a) in the amounts set forth in the Budget (after taking the Variance (hereinafter defined) into account), and (b) until the aggregate of the Prepetition Indebtedness and the Postpetition Loans reaches \$29,745,370.72 (the “Loan Limit”). The determination of compliance with the Budget shall be made on a week-ending basis for each week until the occurrence of a Termination Event (hereinafter defined). Notwithstanding the foregoing, the Debtors shall be deemed to be in compliance with the Budget so long as (i) cash disbursements for any period measured on a cumulative basis from the Petition Date through the end of each week, in each case, are no more than 110% of the amount provided for in the Budget by line item with respect to such period, and (ii) cumulative collections and sales of the Debtors for any period measured on a cumulative basis from the Petition Date through the end of each week, in each case, are no less than 80% of the amounts provided for in the Budget by line item with respect to such week (collectively, the “Variance”). The Debtors are authorized to enter into such non-material modifications and amendments to the Budget without further Court order as may be agreed upon in writing by the Debtors and the DIP Agent provided the Committee receives 2 business days notice of such modification or amendment. Notwithstanding any other provision of this Final Order, the DIP Agent and the DIP Lenders shall not have any obligation or commitment to make any Postpetition Loans pursuant to this Final Order until the conditions

precedent provided for herein have been satisfied. Postpetition Loans shall include, without limitation, any obligations of the Debtors arising after the Petition Date that constitute Hedging Obligations and Bank Product Obligations, as those terms are defined in the Prepetition Credit Agreement.

2. From and after the date hereof (the “Effective Date”) until: (a) the indefeasible payment in full in cash of the Postpetition Loans and the Prepetition Indebtedness; and (b) the termination of any commitments or obligations under this Final Order, the Debtors are hereby authorized and directed to remit, and shall remit to the DIP Agent, for the benefit of the DIP Lenders, immediately upon the Debtors’ receipt thereof, or otherwise in accordance with the Debtors’ current practices, all “cash collateral” (as defined in Bankruptcy Code section 363(a)) in their possession or control arising from, or constituting proceeds of, the Prepetition Collateral or the Postpetition Collateral, including all funds contained in the Lock Box Account on the Petition Date (collectively, the “Cash Collateral”). Cash Collateral remitted (or deemed remitted) to the DIP Agent shall be applied as and to the extent specified in paragraph 3 hereof, subject to potential disgorgement as contemplated by the Investigation Period provisions of paragraph 19 hereof. For purposes of this Final Order, “proceeds” of any collateral shall mean proceeds (as defined in the Uniform Commercial Code) of such collateral as well as: (x) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to the Debtors from time to time with respect to such collateral; (y) any and all payments (in any form whatsoever) made or due and payable to the Debtors in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of such collateral by any governmental body, authority, bureau, or agency (or any person under color of governmental authority); and

(z) other payments, dividends, interest, or other distributions on or in respect of any of such collateral.

3. (a) Subject to the provisions of paragraph 19 herein, the Postpetition Loans were used by the Debtors to pay fully, finally, and indefeasibly (i) the Prepetition Indebtedness arising from the Revolving Loans (as defined in the Prepetition Credit Agreement); and (ii)(A) the Term Loans (as defined in the Prepetition Credit Agreement), (B) all Hedging Obligations (as defined in the Prepetition Credit Agreement) that are permitted under the Prepetition Credit Agreement that are owed to any Prepetition Lender, any of their affiliates, or the Prepetition Agent, (C) all Bank Product Obligations (as defined in the Prepetition Credit Agreement), and (D) all reimbursement obligations of the Debtors in respect of Letters of Credit (as defined in the Prepetition Credit Agreement) and surety bonds (as set forth in the Prepetition Credit Agreement) were converted to Postpetition Loans.

(b) Proceeds or payments of the Prepetition Collateral and the Postpetition Collateral, together with proceeds of all Cash Collateral, remitted or deemed remitted to the DIP Agent in accordance with paragraph 2 hereof were and shall be applied by the DIP Agent pursuant to Section 7.3 of the DIP Credit Agreement (subject to potential disgorgement as contemplated by the Investigation Period provisions of paragraph 19 hereof):

4. Except for the Carve-Out set forth in paragraph 7 hereof, as consideration for the Postpetition Loans, no other costs or administrative expenses, pursuant to sections 506(c) and/or 105(a) of the Bankruptcy Code or otherwise, that have been or may be incurred in these chapter 11 cases, in any proceedings related hereto or in any superseding chapter 7 cases, and no priority claims are or will be prior to or on parity with the superpriority claims of the DIP Agent and the DIP Lenders. In no event shall any such costs or expenses of administration be imposed upon

any of the Postpetition Collateral without the prior written consent of the DIP Agent, and no such consent shall be implied from any action, inaction, or acquiescence. The DIP Agent, on behalf of the DIP Lenders, shall not be subject in any way whatsoever to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Postpetition Collateral.

5. As security for the Postpetition Loans, the DIP Agent, on behalf of the DIP Lenders, is hereby granted valid, binding, enforceable, and perfected liens (the “DIP Liens”) in all currently-owned or hereafter-acquired property and assets of each of the Debtors of any kind or nature, whether real or personal, tangible or intangible, wherever located, now owned or hereafter acquired or arising, and all proceeds, products, rents, and profits thereof, including, without limitation, all cash, goods, accounts, inventory, cash-in-advance deposits, general intangibles, deposit accounts, real estate, machinery, equipment, vehicles, trademarks, trade names, licenses, claims and causes of action, rights to payment including tax refund claims, insurance proceeds, and tort claims, and the proceeds, products, rents, and profits of all of the foregoing (all of the foregoing, but specifically excluding any claims or litigation rights pursuant to sections 544, 545, 547, 548 and 550 of the Bankruptcy Code (“Avoidance Actions”), the “Postpetition Collateral”), in each case subject only to the Carve-Out (as hereinafter defined) and any Permitted Lien that is senior in priority to Prepetition Agent’s Liens (as those terms are defined in the DIP Credit Agreement).

6. As the provisions of paragraph 3 of this Final Order remain subject to the Investigation Period set forth in paragraph 19 of this Final Order, and in order to provide adequate protection, the Prepetition Agent, on behalf of the Prepetition Lenders, is hereby granted valid, binding, enforceable and perfected liens (the “Adequate Protection Liens”) in all Postpetition Collateral to secure an amount of Prepetition Indebtedness (the “Adequate

Protection Obligations”) equal to the sum of the aggregate amount of diminution in value of the Prepetition Collateral, whether by depreciation, use, sale, loss, decline in market price, or otherwise. The Adequate Protection Liens are subject only to: (i) the DIP Liens; and (ii) the Carve-Out (as hereinafter defined). Upon the expiration of the Investigation Period, and so long as no claims are brought against the Prepetition Agent and/or the Prepetition Lenders, the Adequate Protection Liens and the Adequate Protection Obligations shall be discharged and released.

7. Except as expressly set forth in this Final Order: (y) the liens and security interests granted in this Final Order to secure the Postpetition Loans shall not be subject to any lien which is avoided and preserved for the benefit of the Debtors’ estates under section 551 of the Bankruptcy Code; and (z) the liens and security interests granted in this Final Order shall not be subordinated to or made *pari passu* with any other lien under section 364(d) of the Bankruptcy Code or otherwise. As used in this Final Order, “Carve-Out” means: (a) the unpaid fees of the clerk of the Bankruptcy Court or District Court, as applicable, and of the United States Trustee pursuant to 28 U.S.C. § 1930(a) and (b); (b) upon the occurrence of a Termination Event between the Petition Date and June 12, 2009, (1) the aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to Latham & Watkins LLP, as counsel to the Debtors, in an amount shall not exceed \$375,000, less any amounts actually paid to Latham & Watkins LLP after the Petition Date, (2) the aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to Frost Brown Todd LLC, as counsel to the Debtors, in the amount not to exceed \$75,000, less any amounts actually paid to Frost Brown Todd LLC after the Petition Date, (3) the aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to Morris-

Anderson & Associates Ltd., as financial advisor to the Debtors, in the amount not to exceed \$87,500, less any amounts actually paid to Morris-Anderson & Associates Ltd. after the Petition Date, (4) the aggregate allowed unpaid fees and expenses payable to The Garden City Group, Inc., as the Debtors' claims and noticing agent, in the amount not to exceed \$87,500, less any amounts actually paid to The Garden City Group, Inc. after the Petition Date, and (5) the aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to all professionals retained by the Committee, including counsel and any financial advisor, in an amount not to exceed \$150,000 in the aggregate, less any amounts actually paid to Committee professionals after the Petition Date; (c) upon the occurrence of a Termination Event after June 12, 2009, (i) the aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to Latham & Watkins LLP, as counsel to the Debtors, in an amount shall not exceed \$750,000, less any amounts actually paid to Latham & Watkins LLP after the Petition Date, (ii) the aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to Frost Brown Todd LLC, as counsel to the Debtors, in the amount not to exceed \$150,000, less any amounts actually paid to Frost Brown Todd LLC after the Petition Date, (iii) the aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to Morris-Anderson & Associates Ltd., as financial advisor to the Debtors, in the amount not to exceed \$175,000, less any amounts actually paid to Morris-Anderson & Associates Ltd. after the Petition Date, (iv) the aggregate allowed unpaid fees and expenses payable to The Garden City Group, Inc., as the Debtors' claims and noticing agent, in the amount not to exceed \$175,000, less any amounts actually paid to The Garden City Group, Inc. after the Petition Date, and (v) aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to all

professionals retained by the Committee, including counsel and any financial advisor, in an amount not to exceed \$150,000 in the aggregate, less any amounts actually paid to Committee professionals after the Petition Date; and (d) the aggregate allowed unpaid fees and expenses payable to Mesirow Financial, Inc., but only to the extent provided in that certain Consent and Agreement executed on April 23, 2009 among the Debtors, the DIP Agent and Mesirow Financial, Inc. Notwithstanding any other provision in this Final Order, the Carve-Out shall not include the fees and expenses, if any, of any such professional persons incurred, directly or indirectly, in respect of, arising from or relating to: (i) the initiation or prosecution of any action contesting the validity, priority or extent of the claims or liens asserted by the Prepetition Agent; (ii) any action for preferences, fraudulent conveyances, and other avoidance power claims against the Prepetition Agent or Prepetition Lenders; (iii) any other cause of action of the Debtors or their estates against the Prepetition Agent, the Prepetition Lenders, the DIP Agent, and/or the DIP Lenders; or (iv) seeking the use of Cash Collateral or to borrow money other than pursuant to the terms of this Final Order and the DIP Credit Agreement; and provided, further, that the Carve-Out shall only be available to pay the fees and expenses set forth above to the extent unencumbered funds are not otherwise available. For purposes of clarity, the Carve-Out does not include amounts for the professionals set forth in the Budget and only includes the amounts set forth in this Paragraph 7.

8. In addition, (a) the Postpetition Loans shall have superpriority in accordance with the provisions of section 364(c)(1) of the Bankruptcy Code over all administrative expenses of the kind specified in sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 546(c), or 726 of the Bankruptcy Code, subject only to the Carve-Out, and (b) the Adequate Protection Obligations shall have the same superpriority, subject only to the Carve-Out and the

aforementioned priorities of the Postpetition Loans. Except for the Carve-Out, no costs or administrative expenses that have been or may be incurred in the Debtors' chapter 11 cases, in any conversion of the Debtors' chapter 11 cases to a proceeding pursuant to chapter 7 of the Bankruptcy Code, or in any other proceeding related thereto, and no priority claims, including, without limitation, any other superpriority claims, are or will be prior to or on a parity with the claims of the Prepetition Agent, on behalf of the Prepetition Lenders, or the DIP Agent, on behalf of the DIP Lenders, against the Debtors arising, as applicable, out of the Postpetition Loans or Adequate Protection Obligations or any provision of this Final Order or with the liens and security interests granted herein on, in and to the Postpetition Collateral.

9. The Postpetition Loans shall become due and payable on the earlier of the Maturity Date and a Termination Event after the Notice Period. From and after the occurrence of a Termination Event, subject to any Notice Period, the Debtors shall have no authority to use Prepetition Collateral (including Cash Collateral) or Postpetition Collateral.

10. From and after the Petition Date, the proceeds of the Postpetition Loans, the Prepetition Collateral, and the Postpetition Collateral shall not be used to pay expenses of the Debtors or otherwise disbursed except for: (a) those expenses, payments, and/or disbursements that are expressly set forth in the Budget or otherwise permitted under this Final Order; (b) compensation and reimbursement of expenses allowed by this Court to attorneys, accountants, investment bankers, financial advisors, or other professional persons retained by the Debtors and the Committee as provided for in this Final Order; and (c) amounts due to the Prepetition Agent, the Prepetition Lenders, the DIP Agent, the DIP Lenders, and their accountants, attorneys or other professionals hereunder or under the Prepetition Credit Agreement; provided that the foregoing shall not be construed as consent to the allowance of any

of the amounts referred to in the preceding clauses (a) or (b) and shall not affect the right of the Prepetition Agent or the DIP Agent to object to the allowance and payment of such amounts.

11. The automatic stay extant under Bankruptcy Code section 362(a) shall be, and it hereby is, modified to the extent necessary to permit the Prepetition Agent and the DIP Agent to retrieve, collect, and apply payments and proceeds in respect of the Prepetition Collateral and the Postpetition Collateral, and to take all acts authorized by the terms and provisions of this Final Order.

12. Upon and after a Termination Event, the Debtors shall no longer, pursuant to this Final Order or otherwise, be authorized to borrow funds hereunder or to use Cash Collateral or any proceeds of the Postpetition Loans already received (and any obligation of the DIP Agent, on behalf of the DIP Lenders, to make loans or advances hereunder shall be terminated). The term “Termination Event” shall mean the earlier of:

(b) Any “Event of Default” as defined in the DIP Credit Agreement, after taking into account applicable cure periods, if any;

(c) The total amount of the Prepetition Indebtedness plus the Postpetition Loans exceeding the Loan Limit;

(d) The Debtors’ failure to comply with the terms and conditions of this Final Order (including, without limitation, the Debtors’ failure to comply with the Budget, subject to the Variance);

(e) The Maturity Date (as hereinafter defined);

(f) The Debtors seeking use of Cash Collateral other than pursuant to the terms of this Final Order and the DIP Credit Agreement;

(g) The Debtors (or other party-in-interest) seeking or obtaining financing other than pursuant to the terms of this Final Order and the DIP Credit Agreement; and

(h) Payment in full in cash of all of the Prepetition Indebtedness and repayment of the Postpetition Loans in full in cash.

13. All obligations and commitments of the DIP Agent and DIP Lenders hereunder shall terminate at the earliest of the following (the “Maturity Date”): (a) the entry of the Final Order; (b) the entry of an order pursuant to section 363 of the Bankruptcy Code approving the sale of substantially all of any of the Debtors’ assets; (c) the effective date of any plan of reorganization; (d) conversion of any of these chapter 11 cases to a case under chapter 7 of the Bankruptcy Code; (e) appointment of a trustee or examiner in any of these chapter 11 cases; (f) dismissal of any of these chapter 11 cases; (g) upon the occurrence of a Termination Event; and (h) July 17, 2009.

14. Upon or after a Termination Event, the DIP Agent and the DIP Lenders shall have no further obligations to provide financing under the DIP Credit Agreement or this Final Order, the Debtors are strictly prohibited from using Cash Collateral, and the DIP Agent and the DIP Lenders (in accordance with the provisions of the DIP Credit Agreement) shall be fully authorized, to, without providing any prior notice thereof to the Debtors, accelerate the Postpetition Loans, charge interest at the default rate set forth in the DIP Credit Agreement, require 125% cash collateralization of obligations relating to any letters of credit issued pursuant to the DIP Credit Agreement, and hold any balances in any accounts of the Debtors; and, upon five (5) calendar days’ written notice (“Notice Period”) to counsel for Debtors, counsel for any official committee and the U.S. Trustee, along with filing a copy of such notice on the docket, Prepetition Agent and the DIP Agent may enforce all liens in its collateral, to effect offsets of

bank account balances and to take all other actions and exercise all other remedies under the applicable loan documents and applicable law that may be necessary or deemed appropriate to proceed against or realize upon all or any portion of their respective collateral as if these chapter 11 cases or any superseding chapter 7 cases were not pending.

15. In the event that any party-in-interest has not obtained an order from this Court to the contrary before the end of such Notice Period, the automatic stay provisions of section 362 of the Bankruptcy Code, to the extent applicable, shall be deemed lifted, vacated, modified and/or terminated without the necessity of any further action by the Court.

16. If any hearing is held before the end of the Notice Period regarding the exercise of any rights or remedies by the Prepetition Agent or the DIP Agent, the only issue at such hearing that may be raised by any party in opposition to the exercise of any such rights or remedies (the “Moving Party”) (and to the extent necessary, this Final Order shall constitute an order that prohibits any such Moving Party from asserting, claims, initiating or filing a pleading inconsistent with the terms of this section 16) shall be whether, in fact, a Termination Event has occurred and is continuing, and (i) the Moving Party shall have the burden of proof with respect thereto and (ii) the Debtors shall be deemed to have waived their right (if any) to seek any relief against or contrary to the interests of the Prepetition Agent, the Prepetition Lenders, the DIP Agent and/or the DIP Lenders (including, without limitation, any right to use, or seek authority from the Court to use, any Prepetition Collateral or Postpetition Collateral, or the proceeds thereof, injunctive relief under section 105 of the Bankruptcy Code or otherwise).

17. The rights, remedies, powers and privileges conferred upon the Prepetition Agent, the Prepetition Lenders, the DIP Agent and the DIP Lenders pursuant to this Final Order shall be

in addition to and cumulative with those contained in their respective loan and financing documents.

18. Notwithstanding the occurrence of a Termination Event or anything herein to the contrary, all of the rights, remedies, benefits, and protections provided to the Prepetition Agent, the Prepetition Lenders, the DIP Agent, and the DIP Lenders, under this Final Order shall survive the Termination Event. Upon a Termination Event, the Postpetition Loans shall be immediately due and payable and the Prepetition Agent and the DIP Agent shall have all rights and remedies provided in the DIP Credit Agreement and this Final Order. If it shall be necessary for the Prepetition Agent or the DIP Agent, at any time, to exercise any of their respective rights and remedies hereunder or under applicable law in order to effect repayment of the Postpetition Loans or the Adequate Protection Obligations, or to receive any amounts or remittances due hereunder, including without limitation, foreclosing upon and selling all or a portion of the Prepetition Collateral or the Postpetition Collateral, the Prepetition Agent and the DIP Agent shall, unless an order has been entered by the Court to the contrary within the three-day notice period provided below, have the right without any further action or approval of this Court to exercise such rights and remedies as to all or such part of the Prepetition Collateral and the Postpetition Collateral as the Prepetition Agent or the DIP Agent shall, in their sole discretion, elect, having provided the Debtors, the Committee and any other official committee that may be appointed in these chapter 11 cases with at least three days' advance notice. The Prepetition Agent and the DIP Agent shall be entitled to apply the payments or proceeds of the Prepetition Collateral and the Postpetition Collateral in accordance with the provisions of this Final Order, and in no event shall the Prepetition Agent or the DIP Agent be subject to the equitable doctrine

of “marshaling” or any other similar doctrine with respect to any of the Prepetition Collateral or Postpetition Collateral or otherwise.

19. The stipulations and findings, the release provisions hereof shall be binding upon all parties in interest, including without limitation, the Debtors, the Guarantors, the DIP Guarantors, all creditors of the Debtors, the Committee or any other committee appointed in these chapter 11 case unless: (a) any committee or other party in interest with standing to bring an adversary proceeding or contested matter, has filed an adversary proceeding (subject to the limitation set forth in this paragraph 19) challenging the amount, validity, enforceability, perfection, or priority of the Prepetition Indebtedness or the Prepetition Agent’s Liens on the Prepetition Collateral in respect thereof or otherwise asserting any claims or causes of action against the Prepetition Agent or Prepetition Lenders on behalf of the Debtors’ estates no later than 60 days from the Petition Date (collectively, the “Investigation Period”) with respect to any challenge relating to the Prepetition Indebtedness or the Prepetition Agent’s Liens on the Prepetition Collateral, or otherwise relating to any claims or causes of action against the Prepetition Agent or the Prepetition Lenders; and (b) the Court rules in favor of the plaintiff in any such timely filed adversary proceeding or contested matter and such ruling becomes a final order. If no such adversary proceeding or contested matter is commenced during the Investigation Period: (a) any repayment of the Prepetition Indebtedness shall be deemed final and indefeasible, not subject to subordination and otherwise unavoidable; (b) the Prepetition Indebtedness shall constitute allowed claims, not subject to subordination and otherwise unavoidable, for all purposes in these chapter 11 cases and any subsequent chapter 7 case; (c) the Prepetition Agent’s Liens on the Prepetition Collateral shall be deemed legal, valid, binding, perfected, first-priority liens, not subject to defense, counterclaim, offset of any kind,

subordination and otherwise unavoidable; (d) the Prepetition Agent, the Prepetition Lenders, the Prepetition Indebtedness, the Prepetition Financing Documents, and the Prepetition Liens on the Prepetition Collateral shall not be subject to any other or further challenge, claim or cause of action by any party in interest seeking to exercise the rights of the Debtors' estates, including, without limitation, any successor thereto; and (e) the Prepetition Agent and the Prepetition Lenders will be deemed released of all claims, rights, causes of action, or defenses by, and all liabilities owing to, the Debtors, all of the Debtors' creditors, the DIP Guarantors, the Guarantors, all of the Guarantors' creditors, all of the DIP Guarantors' creditors, and any subsequently appointed trustee arising out of or based on any facts or circumstances occurring prior to the expiration of the applicable Investigation Period and relating in any way to the Debtors. The Court hereby finds and concludes that the Committee has standing to pursue claims described in this paragraph 19 against the Prepetition Agent and/or the Prepetition Lenders without seeking further leave of Court or demand on the Debtors.

20. The Debtors shall execute and deliver to the Prepetition Agent and the DIP Agent all such agreements, financing statements, instruments and other documents as the Prepetition Agent and the DIP Agent may reasonably request to evidence, confirm, validate or perfect the liens and security interests granted pursuant hereto.

21. The Debtors shall permit representatives, agents and/or employees of the Prepetition Agent, the Prepetition Lenders, the DIP Agent, and the DIP Lenders to have reasonable access to their premises and their records (without unreasonable interference with the proper operation of the Debtors' businesses) and shall cooperate, consult with, and provide to such persons all such non-privileged information as they may reasonably request.

22. As part of the Debtors' obligations hereunder, and as consideration for the agreement of the DIP Agent, on behalf of the DIP Lenders, to provide the Postpetition Loans to the Debtors, the Debtors shall promptly reimburse the Prepetition Agent and the DIP Agent for its reasonable costs, fees (including reasonable attorneys' fees), charges and expenses to the extent provided for in the Prepetition Financing Documents, the DIP Credit Agreement, or this Final Order, as the case may be, upon presentation. None of the Debtors, the Prepetition Agent, the Prepetition Lenders, the DIP Agent, or the DIP Lenders shall be obligated to file any application with the Court for approval or payment of such fees or expenses. However, the Committee shall be given notice and the opportunity to review and object to such fee and expenses within 10 days of such notice. Upon payment of such fees and expenses, such fees and expenses shall be deemed fully earned, indefeasibly paid, and non-refundable. All such costs, fees, charges, and expenses shall be part of the Postpetition Loans and shall have the same rights, status, and priority as the Postpetition Loans. The DIP Liens and all other liens and security interests granted herein shall be, and they hereby are, deemed perfected, and no further notice, filing or other act shall be required to effect such perfection; provided, however, if either the Prepetition Agent or the DIP Agent shall, in its sole discretion, choose to file such mortgages, financing statements, notices of liens and security interests and other similar documents, all such mortgages, financing statements or similar documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Final Order, and the automatic stay of section 362 of the Bankruptcy Code is hereby vacated to effect such filings.

23. In making decisions to advance money or extend financial accommodations of any nature under this Final Order or the Prepetition Financing Documents, in administering the Debtors' use of Cash Collateral or any advances, loans, or financial accommodations of any sort

under this Final Order or the Prepetition Financing Documents, or in taking any other action related to or in connection with any of the foregoing, the DIP Agent and the DIP Lenders shall have no liability to any third party, and shall not be deemed to be in control of the operations of any of the Debtors, an “employer” of any of the Debtors’ employees, or to be acting as a “responsible person” or managing agent with respect to the operation or management of any of the Debtors.

24. The provisions of this Final Order shall be binding upon and inure to the benefit of the Prepetition Agent on behalf of the Prepetition Lenders, the DIP Agent on behalf of the DIP Lenders, the Debtors and their respective successors and assigns (including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors).

25. Based on the findings set forth in paragraphs I and M of this Final Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the postpetition financing arrangement contemplated by this Final Order, in the event any or all of the provisions of this Final Order are hereafter modified, amended, or vacated by a subsequent order of this or any other court, no such modification, amendment, or vacation shall affect the validity and enforceability of any lien, security interest or priority authorized or created hereby. Notwithstanding any such modification, amendment, or vacation, any claim granted hereunder arising prior to the effective date of such modification, amendment, or vacation shall be governed in all respects by the original provisions of this Final Order, and the Prepetition Agent, the Prepetition Lenders, the DIP Agent, and/or the DIP Lenders, as the case may be, shall be entitled to all of the rights, remedies, privileges, and benefits, including the liens and priorities granted herein, with respect to any such claim.

26. The Debtors are authorized to do and perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution of additional security agreements, mortgages and financing statements) and to pay fees and expenses that may be required or necessary for the Debtors' performance hereunder, including, without limitation: (a) the execution of any postpetition financing documents, and (b) the payment of the fees and other expenses described herein or in the DIP Credit Agreement or related postpetition financing documents as such become due, including, without limitation, agent fees, commitment fees, letter of credit fees and facility fees and reasonable attorneys', financial advisers,' and accountants' fees and disbursements.

27. Notwithstanding anything to the contrary herein, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, (a) any of the rights of the Prepetition Agent, Prepetition Lenders, the DIP Agent or the DIP Lenders under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right of the Prepetition Agent and the DIP Agent to (i) request additional adequate protection of their interests in the Prepetition Collateral or the Postpetition Collateral or relief from or modification of the automatic stay extant under section 362 of the Bankruptcy Code, (ii) request conversion of the chapter 11 cases to chapter 7, and (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans or (b) any other rights, claims or privileges (whether legal, equitable or otherwise) of the Prepetition Lenders or the DIP Lenders.

31. This Final Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof. There is no just reason to delay enforcement or appeal of this Final Order.

SO ORDERED.

Each of the undersigned hereby acknowledges, consents and agrees to the terms of this *Final Order* and hereby reaffirms its obligations or guarantee of the obligations and liabilities owing Bank of America, N.A., including obligations owing to the DIP Agent, on behalf of the DIP Lenders, relating to the Postpetition Loans.

SENCO PRODUCTS, INC.

By: _____
Name: _____
Title: _____

SENCORP

By: _____
Name: _____
Title: _____

SETRON MEDICAL, INC.

By: _____
Name: _____
Title: _____

SENCO INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

NEXICOR, LLC

By: _____
Name: _____
Title: _____

TYREX, LLC

By: _____
Name: _____
Title: _____

GLOBAL FASTENING SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

OMNIFAST LLC

By: _____
Name: _____
Title: _____

AGRIFAST, LLC

By: _____
Name: _____
Title: _____

SENCO EXPORT, LLC

By: _____
Name: _____
Title: _____

S.C. FINANCIAL, INC.

By: _____
Name: _____
Title: _____

GREGG LABORATORIES , INC.

By: _____
Name: _____
Title: _____

SENSOURCE GLOBAL SOURCING, LLC

By: _____
Name: _____
Title: _____

FINAL
EXHIBIT A TO ~~COURT~~ DIP ORDER
BUDGET

SENCORP Bankruptcy Budget

	5/15/2009	5/22/2009	5/29/2009	6/5/2009	6/12/2009	6/19/2009	6/26/2009	7/3/2009	7/10/2009	7/17/2009
SALES	2,442,189	2,540,711	2,171,097	2,239,288	2,711,514	2,834,877	2,557,769	2,573,315	2,499,343	2,556,248
COLLECTIONS	(1,990,816)	(1,609,201)	(2,383,301)	(1,817,173)	(2,211,332)	(2,182,068)	(2,075,861)	(2,159,604)	(1,845,433)	(1,903,395)
Manufacturing & Purchasing	1,075,000	1,075,000	1,075,000	1,075,000	1,075,000	1,075,000	1,075,000	1,075,000	1,075,000	1,075,000
Payroll	788,719	160,743	759,719	160,743	160,743	788,719	160,743	759,719	160,743	788,719
Plant & Distribution Operating Costs	915,655	896,175	458,675	434,523	240,925	510,955	442,725	438,473	457,355	187,525
Insurance	156,500	122,500	259,056	122,500	122,500	156,500	259,056	122,500	122,500	156,500
Sales & Central Services	79,225	301,100	66,800	84,000	85,900	233,225	69,300	90,800	163,525	174,000
Foreign Operations	128,300	84,300	119,300	99,300	86,300	97,300	136,300	82,300	95,300	81,300
Frost Brown & Todd Fees	-	-	-	-	-	-	64,000	-	-	-
Latham & Watkins Fees	-	-	-	-	-	-	288,000	-	-	-
Katten Muchin Fees - Senior Debt	-	-	-	-	-	-	60,000	-	-	-
Morris Anderson Fees	-	-	-	-	-	-	112,000	-	-	-
Notice Agent (Garden City)	-	-	-	-	-	-	64,000	-	-	-
Mesirow Financial	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	1,122,500
Specified Critical Vendor Payments	107,500	107,500	107,500	107,500	107,500	107,500	107,500	107,500	107,500	107,500
Additional Critical Vendor Payments	250,000	250,000	250,000	250,000	-	-	-	-	-	-
Other Bankruptcy Admin. Expenses	-	-	25,000	-	-	-	-	-	-	-
Bank Interest and Fees	-	15,000	-	33,303	121,021	15,000	220,000	35,203	146,998	2,111,313
TOTAL DISBURSEMENTS	3,503,399	3,014,818	3,123,550	2,369,369	2,002,389	2,986,699	3,182,124	2,713,995	2,331,421	5,804,357

Each of the undersigned hereby acknowledges, consents and agrees to the terms of this *Interim Order* and hereby reaffirms its obligations or guarantee of the obligations and liabilities owing Bank of America, N.A., including obligations owing to the DIP Agent, on behalf of the DIP Lenders, relating to the Postpetition Loans.

SENCO PRODUCTS, INC.

By: David T. Fyffe
Name: David Fyffe
Title: CFO

SENCORP

By: David T. Fyffe
Name: David Fyffe
Title: CFO

SENTRON MEDICAL, INC.

By: David T. Fyffe
Name: David Fyffe
Title: CFO

SENCO INTERNATIONAL, INC.

By: David T. Fyffe
Name: David Fyffe
Title: CFO

NEXICOR, LLC

By: David T. Fyffe
Name: David Fyffe
Title: CFO

TYREX, LLC

By: David T. Fyffe
Name: David Fyffe
Title: CFO

GLOBAL FASTENING SOLUTIONS, LLC

By: David T. Fyffe
Name: David Fyffe
Title: CFO

OMNIFAST LLC

By: David T. Fyffe
Name: David Fyffe
Title: CFO

AGRIFAST, LLC

By: David T. Fyffe
Name: David Fyffe
Title: CFO

SENCO EXPORT, LLC

By: David T. Fyffe
Name: David Fyffe
Title: CFO

S.C. FINANCIAL, INC.

By: David T. Fyffe
Name: David Fyffe
Title: CFO

GREGG LABORATORIES, INC.

By: David T. Fyffe
Name: David Fyffe
Title: CFO

SENSOURCE GLOBAL SOURCING, LLC

By: David T. Fyffe
Name: David Fyffe
Title: CFO