

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

IN RE: ) Chapter 11  
          ) Case No. 10-11371 (MFW)  
MOLL INDUSTRIES, INC., *et al.*,<sup>1</sup> ) Jointly Administered  
          )  
Debtors. ) Objection Deadline: March 25, 2011 at 4:00 p.m. (Proposed)  
          ) Hearing Date: March 30, 2011 at 1:30 p.m. (Proposed)

**DEBTORS' MOTION FOR ORDER (A) APPROVING SALE  
PROCEDURES IN CONNECTION WITH SALE OF THE DEBTORS' REAL  
PROPERTY LOCATED IN SEAGROVE, NORTH CAROLINA AND (B) SCHEDULING  
AN AUCTION AND HEARING TO APPROVE THE TRANSACTION  
AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

Moll Industries and its affiliated debtors and debtors in possession (the "Debtors"), by and through their undersigned counsel, hereby move this Honorable Court pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-1(c) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") for entry of an order (a) approving sale procedures in connection with sale of the Debtors' real property located in Seagrove, North Carolina (the "Real Property") and (b) scheduling an auction and hearing to approve the transaction and approving the form and manner of notice thereof. In support of their Motion, the Debtors state as follows:

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<sup>1</sup> The Debtors in these cases are as follows: Moll Industries, Inc., Case No. 10-11371 (MFW); Moll Holdings, Inc., Case No. 10-11372 (MFW); Moll Europe Holdings, LLC, Case No. 10-11373 (MFW); and Moll Latin America Holdings, LLC, Case No. 10-11374 (MFW).

## **HIGHLIGHTED PROVISIONS REQUIRED BY DEL. BANKR. L.R. 6004-1**

Del. Bankr. L.R. 6004-1 requires that motions requesting the approval of sale procedures highlight certain material terms contained in the sale procedures order. Such material terms are highlighted below:

- The Deadline for Qualifying Bidders to submit a bid is May 5, 2011 at 5:00 p.m. EDT. Bids must be submitted to the Debtors, counsel to the Debtors, counsel to NexBank, SSB (“NexBank”), as administrative agent for the Debtors’ pre-petition secured lenders (the “Secured Lenders”), counsel to the Official Committee of Unsecured Creditors (the “Committee”), and the Office of the United States Trustee. Sales Procedures Order, Ex. 2, ¶¶ 2 and 4.
- Qualifying Bids must contain financial information sufficient to demonstrate the Qualifying Bidder’s financial ability to close the sale and state that the Qualifying Bidder is financially capable of closing the sale. Sales Procedures Order, Ex. 2, ¶ 2 (iv) and (vi).
- Qualifying Bids must state that the Qualifying Bidder is prepared to enter into a legally binding asset purchase agreement. Sales Procedures Order, Ex. 2, ¶ 2(ii).
- Qualifying Bids must be accompanied by a clean and duly executed APA (the “Modified APA”) and a marked Modified APA reflecting the variations from the Offer to Purchase Real Estate executed by FPE NC, LLC (the “Purchaser”), a copy of which is attached hereto as Exhibit A (the “APA”). Sales Procedures Order, Ex. 2, ¶ 2(iii).
- Qualifying Bids must state that the bid is irrevocable until closing if the bidder is the prevailing bidder or the back-up bidder. Sales Procedures Order, Ex. 2, ¶ 2(v).
- Qualifying Bids may not contain any provision requiring a break-up fee or expense reimbursement. Sales Procedures Order, Ex. 2, ¶ 2(vii).
- Qualifying Bids may not contain any financing or due diligence contingency and must provide that the bidder has had the opportunity to conduct due diligence and is not relying on any representations or warranties other than those contained in the APA. Sales Procedures Order, Ex. 2, ¶ 2(ix) and (xii).
- Qualifying Bids must be accompanied by a cash deposit equal to \$10,000.00. Sales Procedures Order, Ex. 2, ¶ 2(xi). The deposit will be forfeited if the bidder is the Prevailing Bidder and fails to close because of its breach of the APA. Sales Procedures Order, Ex. 2, ¶ 8.
- The Secured Lenders shall be entitled to submit a credit bid by the Bid Deadline in an amount up to the amount of outstanding indebtedness owed to the Secured Lenders (a “Credit Bid”). Any such Credit Bid shall be deemed to be a Qualifying Bid. Sales Procedures Order, Ex. 2, ¶ 3.

- The Debtors may request that a bidder, whether qualified or not, amend its bid prior to the Auction. Sales Procedures Order, Ex. 2, ¶ 2.
- The Debtors may, after the Bid Deadline, invite parties that have not previously submitted bids to do so and may extend the bidding deadline, but not beyond May 3, 2010 except with the consent of NexBank. Sales Procedures Order, Ex. 2, ¶ 2.
- The Debtors may select a back-up bidder at the Auction. If a back-up bidder is selected, such bidder must serve as the back-up bid and such bidder's bid will remain open and irrevocable until the earlier of the closing of a sale transaction with the Prevailing Bidder or thirty days after the Sale Hearing. The Debtors may close a sale transaction with the back-up bidder without further order of the Court if the Prevailing Bidder does not consummate a sales transaction. Sales Procedures Order, Ex. 2, ¶ 9.
- The Debtors reserve the right to modify the Sale Procedures in order to maximize the value of the Debtors' assets. Sales Procedures Order, Ex. 2, ¶ 10.

### **JURISDICTION**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O). Venue of this case and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6003, 6004, 6006(a), 9007 and 9014.

### **BACKGROUND**

3. On April 27, 2010 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief pursuant to Chapter 11 of the Bankruptcy Code commencing the above captioned cases, which are being jointly administered for procedural purposes only. The Debtors are operating as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases. On May 10, 2010, the United States Trustee appointed an Official Committee of Unsecured Creditors.

4. The Debtors were a significant provider of global injection molding and full-service contract manufacturing solutions for the medical, appliance, industrial, consumer and automotive markets. They were also specialists in drug delivery, surgical devices, enclosures and fluid delivery products, and were considered one of the most experienced full-service contract manufacturer of custom injection molded components and assemblies to the appliance industry in North America. They had registered medical device establishment with the FDA in their manufacturing facility in Seagrove, North Carolina.

5. The Debtors' conducted an auction for the sale of substantially all of the Debtors' assets on August 20, 2010. Branford Auctions, LLC ("Branford") was the prevailing bidder. The order approving the sale to Branford was entered on September 16, 2010 (Docket No. 324). The assets sold to Branford consisted solely of the Debtors' machinery and equipment.

6. On October 8, 2010, the Court entered its Order Authorizing the Debtors to (I) Lease Certain of Its Real Property Located in Seagrove, North Carolina, and (II) Sell Certain Raw Material Free and Clear of Encumbrances (the "FPE Order") [Docket No. 361]. Pursuant to the FPE Order, the Debtors leased a portion the Real Property to the Purchaser and sold certain remaining raw materials to The Purchaser. The Purchaser is now using the a portion of the Real Property to manufacture product for some of the Debtors' former customers and has employed a substantial number of the Debtors' former employees.

#### **The Debtors' Marketing and Sale Efforts**

7. On November 30, 2010 (the "Retention Date"), an Order was entered approving the Employment and Retention of NAI Piedmont Triad Commercial Properties, Inc. ("NAI") as Real Estate Agents for the Debtors (Docket No. 433).

8. Since the Retention Date, NAI has been aggressively marketing the Real Property. To date, the Debtors only offer to purchase the Real Property has been the offer from the Purchaser.

### **RELIEF REQUESTED**

9. By this Motion, the Debtors seek entry of an order (a) approving the sale procedures in connection with the sale of the Debtors' Real Property subject to higher or better offers (the "Sale Procedures") and (b) scheduling an auction and hearing to approve the transaction and approving the form and manner of notice thereof. The Debtors submit that the Sale Procedures will permit interested parties reasonable opportunities, consistent with the Debtors' financial constraints, to evaluate whether to propose a bid for the Debtors' assets.

### **BASIS FOR RELIEF**

#### **A. Approval Of Sale Procedures**

10. To ensure the highest or best price is received for the sale of substantially all of the Debtors' assets, the Debtors have developed the Sale Procedures attached hereto as Exhibit B for the contemplated Auction and Sale. The Sale Procedures are designed to maximize value for the Debtors' estates and ensure that a marketing and sales process is undertaken by the Debtors. Set forth below is a summary of the Sale Procedures.<sup>2</sup>

- **Assets to be Sold:** The Debtors shall offer for sale (the "Asset Sale") all of the Real Property located in Seagrove, North Carolina, as identified in further detail
- **Determination of "Qualifying Bidder" Status:** In order to be deemed a "Qualifying Bidder" and participate in the bidding process and Auction, each potential bidder must deliver to the Bid Notice Parties identified in paragraph 5 a written offer so as to be received by no later than **5:00 p.m. prevailing Eastern time on May 2, 2011** (the "Bid Deadline") that:

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<sup>2</sup> This summary is solely for the benefit of the Court and parties in interest. To the extent that this summary and the terms of the Sale Procedures are inconsistent, the terms of the Sale Procedures shall control.

- i. states such Qualifying Bidder offers to purchase the Acquired Assets upon the terms and conditions substantially as set forth in the APA or pursuant to an alternative structure that the Debtors determine is no less favorable than the terms and conditions of the APA;
- ii. states such Qualifying Bidder is prepared to enter into a legally binding purchase and sale agreement or similar agreement for the acquisition of the Acquired Assets on terms and conditions no less favorable to the Debtors than the terms and conditions contained in the APA (as determined by the Debtors in their reasonable business judgment, in consultation with NexBank and the Committee, including, without limitation, the purchase of the Acquired Assets and assumption of the Assumed Liabilities (as defined in the APA);
- iii. be accompanied by a clean and duly executed APA (the "Modified APA") and a marked Modified APA reflecting the variations from the form of the APA attached to the Sale Procedures Motion;
- iv. states that such Qualifying Bidder is financially capable of consummating the transactions contemplated by the Modified APA;
- v. states such Qualifying Bidder's offer is irrevocable until the closing of the purchase of the Acquired Assets if such Qualifying Bidder is the Prevailing Bidder or the Back-Up Bidder (as defined below);
- vi. contains such audited financial and/or other information that will allow the Debtors, in consultation with NexBank and the Committee, to make a reasonable determination as to the Qualifying Bidder's financial and other capabilities to consummate the transactions contemplated by the Modified APA;
- vii. does not request or entitle the bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment;
- viii. fully discloses the identity of each entity that will be bidding for the Acquired Assets or otherwise participating in connection with such bid, and the complete terms of any such participation
- ix. (1) does not contain any due diligence or financing contingencies of any kind, and (2) contains evidence that the bidder has received debt and/or equity funding commitments or has financial resources readily available sufficient in the aggregate to finance the purchase of the Acquired Assets, which evidence is reasonably satisfactory to the Debtors, in consultation with NexBank and the Committee;
- x. includes evidence of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission,

execution, and delivery of the Modified APA and the closing on the purchase of the Acquired Assets;

- xi. is accompanied by a cash deposit in the amount of \$10,000.00;
- xii. includes an acknowledgment and representation that the Qualifying Bidder; (1) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets prior to making its offer, (2) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Acquired Assets in making its bid, (3) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the APA or the Modified APA, and (4) agrees that any non disclosure agreement or confidentiality agreement entered into with the Debtors shall be enforceable by the Prevailing Bidder.

A bid meeting the above requirements shall constitute a "Qualifying Bid." The Debtors, in consultation with NexBank and the Committee, shall make a determination regarding whether a bid is a Qualifying Bid and shall notify bidders whether their bids have been determined to be qualified by no later than 5:00 p.m. prevailing Eastern time on May 3, 2011.

The Debtors reserve the right, at any time after the Bid Deadline and prior to the commencement of the Auction, to request parties submitting written offers (whether or not such offers might be determined to be Qualifying Bids) to amend their written offers.

The Debtors further reserve the right, in their reasonable business judgment, at any time after the Bid Deadline and prior to the conclusion of Auction, to (i) allow parties that have submitted bids that are not Qualifying Bids to submit additional bids and/or (ii) invite other parties that have not previously submitted bids to do so such that they may be considered pursuant to the procedures set forth in the Sale Procedures, subject to consultation with NexBank and the Committee. The Debtors may also extend the Bid Deadline once or successively, but are not obligated to do so; *provided, however*, for any such extension beyond May 3, 2011, the Debtors shall have obtained the consent of NexBank, and consulted with the Committee. If the Debtors extend the Bid Deadline, they will promptly notify all Qualifying Bidders of such extension.

- **Credit Bidding**: The Secured Lenders shall be entitled to submit a Credit Bid by the Bid Deadline in an amount up to the amount of outstanding indebtedness owed to the Secured Lenders. Any such Credit Bid shall be deemed to be a Qualifying Bid.

- **Deadline for Submission:** All Qualifying Bids must be submitted to the following so as to be received by the Bid Deadline by the following parties (the “Bid Notice Parties”):

(i) Moll Industries, Inc., c/o Jeffrey Merritt, CRO, 13455 Noel Road, Suite 2250, Dallas, TX 75240;

(ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE, 19801, Attn: William A. Hazeltine ([whazeltine@sha-llc.com](mailto:whazeltine@sha-llc.com));

(iii) Counsel to the Committee, Womble, Carlyle, Sandridge & Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE, 19801, Attn: Mark L. Desgrosseilliers ([mdessgrosseilliers@wcsr.com](mailto:mdessgrosseilliers@wcsr.com)) and Michael Busenkell ([mbusenkell@wcsr.com](mailto:mbusenkell@wcsr.com));

(iv) Counsel to NexBank, S.S.B., Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219, Attn: Mark X. Mullin ([mark.mullin@haynesboone.com](mailto:mark.mullin@haynesboone.com)) and Duane Morris, LLP, 1100 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Richard W. Riley, Esquire ([rriley@duanemorris.com](mailto:rriley@duanemorris.com)); and

(v) The Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David L. Buchbinder, Esquire.

- **Evaluation of Qualifying Bids:** Prior to the Auction, the Debtors shall determine, in their reasonable judgment after consultation with NexBank and the Committee, which of the Qualifying Bids is likely to result in the highest or best value to the Debtors.

The Debtors will have the right, in their reasonable business judgment after consultation with NexBank and the Committee, to entertain bids for the Acquired Assets that do not conform to one or more of the requirements specified herein and may deem such bids to be Qualifying Bids.

- **No Qualifying Bids:** If no timely conforming Qualifying Bids are submitted by the Bid Deadline, the Debtors, in consultation with NexBank and the Committee, may, but are not required to, in their reasonable business judgment, cancel the Auction.
- **Auction:** In the event that the Debtors timely receive one or more Qualifying Bids, the Debtors shall conduct an Auction with respect to the Acquired Assets. The Auction will take place starting at **2:30 p.m. prevailing Eastern Time on May 5, 2011** at the office of Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE 19801, or at such other place, date and time as may be designated by the Debtors. Only (i) parties and their advisors that have been advised that they have submitted a Qualifying Bid, (ii) counsel to the

Committee, (iii) counsel to NexBank, and (iv) other parties specified in the Sale Procedures Order will be permitted to participate in and/or make any statements on the record at the Auction provided, however, that any creditor of the Debtors may attend the auction (subject to space limitations). Subject to the Debtors' reservation of rights as specified herein, the Auction shall be governed by the following procedures:

- i. Only the Qualifying Bidders shall be entitled to make any subsequent bids at the Auction;
- ii. Each Qualifying Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;
- iii. The Qualifying Bidders shall appear in person at the Auction, or through a duly authorized representative;
- iv. Bidding shall commence at the amount of the highest Qualifying Bid submitted prior to the Auction; *provided, however*, that if the highest bid does not conform to one or more of the bidding requirements, but the Debtors, after consultation with NexBank and the Committee, determine that such bid is to be treated as a Qualifying Bid, then any Qualifying Bidder will have the opportunity to submit a bid at the Auction on the same basis;
- v. Qualifying Bidders may then submit successive bids in total increments equal to at least (i) \$20,000.00 higher than the then current high bid plus (ii) the amount of the commission that would be paid pursuant to the Debtors' broker agreement with NAI if the sale of the Real Property to the Qualifying Bidder submitting such bid closed; provided that the Debtors, in consultation with NexBank and the Committee, shall retain the right to modify the bid increment requirements at the Auction.
- vi. The Auction will be conducted in a manner as determined by the Debtors, after consultation with NexBank and the Committee, but with each bidder being informed of the terms of the previous bid;
- vii. All Qualifying Bidders shall have the right to submit additional bids and make additional modifications to their respective Modified APA at the Auction, provided that any such modifications to the Modified APA, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors than any prior bid by such Qualifying Bidder; and
- viii. The Debtors shall have the right to request any additional financial information that will allow the Debtors to make a reasonable determination as the Qualifying Bidder's financial and other capabilities to consummate the transactions contemplated by the Modified APA as further amended during the Action process.

The concluding date and time of the Auction shall be stated on the record. At the conclusion of the foregoing steps in the Auction, or as soon thereafter as practicable, the Debtors and NexBank, in consultation with the Committee, will: (i) review each Qualifying Bid, and consider each Qualifying Bid, on the basis, without limitation, of the amount of the purchase price, the form of consideration being offered, the likelihood that the transaction will close, the number, type and nature of any changes to the APA requested by each bidder, and the net benefit to the Debtors' estates, and (ii) identify the highest or otherwise best offer for the Acquired Assets received at the Auction (the "Prevailing Bid") and the bidder making such bid, as well as identifying the Back-Up Bidder (as defined below). The Prevailing Bidder shall have such rights and responsibilities, as set forth in the applicable Modified APA. Notwithstanding the foregoing, the Auction shall not be closed until the Prevailing Bidder and Back-Up Bidder are identified and the Debtors announce on the record that the Auction is closed.

Within one (1) calendar day after conclusion of the Auction, the Prevailing Bidder shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Prevailing Bid was made. The results at the close of the Auction shall be final and no additional bids will be accepted after the close of the Auction.

- **Back-Up Bidder**: If an Auction is conducted, the party or parties with the next highest or otherwise best Qualifying Bid(s) at the Auction, as determined by the Debtors in the exercise of their business judgment after consultation with NexBank and the Committee, shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open and irrevocable until the earlier of 5:00 p.m. prevailing Eastern time on the date which is thirty (30) days after the date of the Sale Hearing (the "Outside Back-Up Date") or the closing of the sale transaction with the Prevailing Bidder. Following the Sale Hearing, if the Prevailing Bidder fails to consummate an approved Sale because of a breach or failure to perform on the part of such Prevailing Bidder, the Back-Up Bidder will be deemed to have the new prevailing bid, and the Debtors will be authorized, but not required, to consummate the Sale with the Back-Up Bidder without further order of the Court. In such case, the defaulting Prevailing Bidder's deposit, if any, shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available damages from the defaulting Prevailing Bidder.
- **Return of Deposits**: Except as otherwise provided in the Sale Procedures, all deposits shall be returned to each bidder not selected by the Debtors in accordance with the above procedures as the Prevailing Bidder or the Back-Up Bidder by no later than the fifth (5th) business day following the conclusion of the Auction. The deposit of the Back-Up Bidder shall be held by the Debtors until the earlier of 24 hours after (i) the closing of the sale transaction with the Prevailing Bidder and (ii) the Outside Back-Up Date.
- **Reservation of Rights** Notwithstanding any of the foregoing, the Debtors reserve their rights, in the exercise of their fiduciary obligations, to modify the

Sale Procedures or impose, at or prior to the Auction, additional terms and conditions on the sale of the Acquired Assets, including, without limitation, extending the deadlines set forth in the Auction procedures, modifying bidding increments, adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice, withdrawing from the Auction the Acquired Assets at any time prior to or during the Auction or canceling the Auction, and rejecting all Qualifying Bids, in each case after consultation with NexBank and the Committee.

- **Sale Hearing:** The Prevailing Bid(s) will be subject to approval by this Court. The hearing to approve the Prevailing Bid(s) shall take place May 9, 2011 at 1:30 p.m. The Debtors will seek the entry of an order of this Court at the Sale Hearing approving and authorizing the Asset Sale to the Prevailing Bidder.

11. The Debtors submit that the proposed Sale Procedures should be approved as a valid exercise of the Debtors' business judgment because they are reasonably designed to maximize the value of the Acquired Assets. Sale procedures should be approved when they provide a benefit to the estate by maximizing the value of the assets. See Calpine Corp. v. O'Brien Env'tl. Energy, Inc. (In re O'Brien Env'tl. Energy, Inc.), 181 F.3d 527, 535-537 (3rd Cir. 1999) (detailing situations where bidding incentives are appropriate in bankruptcy because they provide a benefit to the estate.); In re Edwards, 228 B.R. 552, 561 (Bankr. E.D. Pa. 1998) ("The purpose of procedural bidding orders is to facilitate an open and fair public sale designed to maximize value for the estate.").

12. The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. See In re Mushroom Transp. Co., Inc., 382 F.3d 325, 339 (3rd Cir. 2004) (debtor-in-possession "had a fiduciary duty to protect and maximize the estate's assets"); Official Comm. of Unsecured Creditors of Cybergenics Corp. v. Chinery, 330 F.3d 548, 573 (3rd Cir. 2003) (same); Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.), 107 F.3d 558, 564-65 (8th Cir. 1997) (in bankruptcy sales, "a primary objective of the Code [is] to enhance the value of the estate at hand").

13. To that end, courts uniformly recognize that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and therefore are appropriate in the context of bankruptcy sales. See In re O'Brien Envtl. Energy, 181 F.3d at 537; Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.), 147 B.R. 650, 659 (S.D.N.Y. 1992) (bidding procedures “encourage bidding and ... maximize the value of the debtor’s assets”). See also In re Financial News Network, Inc., 126 B.R. 152, 156 (S.D.N.Y. 1991) (as amended) (“court-imposed rules for the disposition of assets ... [should] provide an adequate basis for comparison of offers, and [should] provide for an [sic] fair and efficient resolution of bankrupt estates”).

14. The proposed Sale Procedures will allow the Debtors to conduct the Auction in a controlled, fair and open fashion that will encourage participation by financially capable bidders who demonstrate the ability to close a transaction. Such a process will increase the likelihood that the Debtors receive the best possible consideration for the Acquired Assets by helping ensure a competitive and fair bidding process. Consistent with sale procedures used in comparable situations, the proposed Sale Procedures use bid increments appropriate for comparable sales. They also allow the Debtors to undertake the auction process in as expeditious a manner as possible, which is essential to maintaining and potentially maximizing value for the estates.

15. The Auction and the proposed Sale Procedures should promote active bidding from interested parties and thus dispel any doubts as to the highest or best offer reasonably available for the Acquired Assets. The Sale Procedures are consistent with other procedures previously approved by this Court, and are appropriate under the relevant standards governing auction proceedings and bidding incentives in bankruptcy proceedings. See In re O'Brien Envtl. Energy, 181 F.3d at 537. See also Dura Automotive Systems, Inc., Case No. 06-11202 (KJC)

(Bankr. D. Del. July 24, 2007); New Century TRS Holdings, Inc., Case No 07-10416 (KJC)

(Bankr. D. Del. Apr. 20, 2007); Three A's Holdings, L.L.C., Case No. 06-10886 (BLS) (Bankr. D. Del. Sept. 7, 2006).

16. Thus, the proposed Sale Procedures are reasonable, appropriate and within the Debtors' sound business judgment under the circumstances and should be approved.

**B. Approval of the Notice Procedures**

17. Under Bankruptcy Rule 2002(a) and (c), the Debtors are required to notify creditors of the proposed sale of the Acquired Assets, including a disclosure of the time and place of an auction, the terms and conditions of a sale, and the deadline for filing any objections. The Debtors request notice of the Sale, the Auction, the Sale Hearing, and the Sale Procedures be deemed adequate and sufficient if, on or before April 8, 2011, the Debtors (or their agents) serve by first class mail, postage prepaid, copies of the Sale Notice, substantially in the form attached hereto as Exhibit C,<sup>3</sup> upon the following entities (collectively, the "Notice Parties"):

- a. the United States Trustee;
- b. counsel to the Committee;
- c. counsel to NexBank;
- d. the Debtors' prepetition secured lenders;
- e. the Debtors' 20 largest unsecured creditors;
- f. all taxing authorities having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service;
- g. the United States Department of Justice;

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<sup>3</sup> The Sale Notice will direct parties to contact Sullivan Hazeltine Allinson LLC, counsel to the Debtors, for more information and will provide that any party that wishes to obtain a copy of any related document (subject to any necessary confidentiality agreement) may make such a request in writing to: Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE 19801, Attn: Heidi Coleman, Facsimile: (302) 428-8195, E-mail: hcoleman@sha-llc.com.

- h. all parties that have requested special notice pursuant to Bankruptcy Rule 2002;
- i. all Persons known or reasonably believed to have asserted a Lien on any of the Acquired Assets;
- k. the counterparties to each of the Debtors contracts and leases that may be an Assigned Contract
- l. all Persons known or reasonably believed to have expressed a bona fide interest in acquiring the Acquired Assets;
- m. the Attorneys General for the State of North Carolina;
- n. the United States Environmental Protection Agency; and
- o. any applicable state environmental agency.

18. The Debtors submit that the notice procedures herein comply fully with Bankruptcy Rule 2002 and are reasonably calculated to provide timely and adequate notice of the Sale, the Sale Procedures, the Auction, and the Sale Hearing on the Debtors' creditors and other parties in interest that are entitled to notice of the sale of the Acquired Assets, as well as to those parties who have expressed an interest, or may express an interest, in bidding on the Acquired Assets. Based upon the foregoing, the Debtors respectfully request that this Court approve the notice procedures proposed above.

#### NOTICE

19. Notice of this Motion shall be served on (i) the Office of the United States Trustee; (ii) counsel to the Committee; (iii) counsel to NexBank; (iv) the Debtors' prepetition secured lenders; (v) the Debtors' 20 largest creditors; (vi) all taxing authorities having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service; (vii) the United States Department of Justice; (viii) all parties that have requested special notice pursuant to Bankruptcy Rule 2002; (ix) all Persons known or reasonably believed to have asserted a Lien on any of the Acquired Assets; (x) the counterparties to each of the Debtors contracts and leases

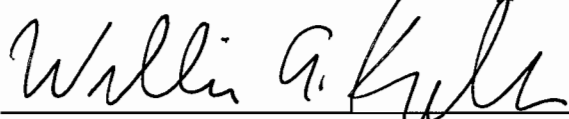
that may be an Assigned Contract; (xi) all Persons known or reasonably believed to have expressed an interest in acquiring the Acquired Assets; (xii) the Attorney General of North Carolina; (xiii) the Environmental Protection Agency and (xiv) any applicable state environmental agency.

### **CONCLUSION**

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that this Court enter an order, substantially in the form attached hereto as Exhibit D, (a) (i) establishing Sales Procedures in connection with the sale of the Acquired Assets; (ii) scheduling a deadline for the Debtors' receipt of bids; (iii) scheduling the Auction to sell the Acquired Assets; (iv) scheduling the Sale Hearing to consider approval of the Sale; (v) approving the form and manner of the Sale Notice; and (vi) granting certain related relief, and (b) granting such other and further relief as the Court deems just and proper.

Date: March \_\_, 2011  
Wilmington, DE

**SULLIVAN • HAZELTINE • ALLINSON LLC**



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*Attorneys for the Debtors and Debtors-in-Possession*

# **EXHIBIT A**

## OFFER TO PURCHASE REAL ESTATE

THIS OFFER TO PURCHASE REAL ESTATE (the "Offer" and, as accepted by the Seller, the "Agreement") is made as of this 18th day of February, 2011, by FPE NC, LLC (the "Purchaser") to Moll Industries, Inc. (whether one or more, the "Seller").

1. **Offer to Purchase; Description of Property.** For the consideration and subject to the terms and conditions set forth in this Offer, the Purchaser hereby offers to purchase the Seller's real property commonly known as 6966 U S Highway 220 South, Seagrove, N.C. 27341 consisting of 20.291 acres, together with all buildings, structures, fixtures and improvements located thereon or therein, and all rights, easements and privileges appurtenant thereto, and all the leasehold improvements contained within or connected to any of the four buildings located on the property hereinafter collectively referred to as the "Property".

2. **Purchase Price and Payment.** The total purchase price ("Purchase Price") for the Property shall be \$437,764, as calculated on Exhibit I taking the current listing price and reducing that listing price for estimates or quotations for replacements or repairs needed to bring the buildings to minimal occupancy conditions and shall be payable as follows:

(a) the sum of \$10,000 as an earnest money deposit (the "Deposit") upon acceptance of this Offer.

(b) the remaining balance of the Purchase Price shall be paid at Closing (as hereinafter defined) by certified, bank or cashier's check, as designated by the Seller. Such amount shall be subject to prorations, apportionments and adjustments as hereinafter provided.

3. **Closing and Possession.** The closing of the Agreement ("Closing") shall take place as soon as possible after the bankruptcy court hearing scheduled for May 9, 2011 at such location and at such time as is mutually agreeable to the parties. The Seller shall deliver possession of the Property to the Purchaser at Closing. In the event the Seller retains occupancy of a part of any building after Closing, the Seller shall not be obligated to pay rent during such post-Closing possessory period, but the Seller shall pay all applicable utility charges of the buildings or portions of buildings occupied. This obligation shall survive the Closing.

4. **Conveyance of Title.** At the Closing, title to the Property shall be conveyed to the Purchaser (or Purchaser's designee) by general warranty deed with release of dower, if applicable, which deed shall convey title free, clear and unencumbered, except for and subject only to (i) easements, restrictions, and agreements of record, (ii) installments of real estate taxes, which are a lien on the Property but not yet due and payable, (iii) legal highways, and (iv) applicable zoning and other governmental statutes, ordinances and regulations ("Permitted Encumbrances").

5. **Bankruptcy Court Approval.** Purchaser's obligation to close shall be subject to the following condition: The sale of the property to Purchaser on the terms set forth in this Agreement shall have been duly presented to and approved by the Bankruptcy Court and such court shall have issued a final order to such effect, which order shall state that Purchaser will acquire the Property free and clear of any and all claims or encumbrances by any creditors of Seller.

*closing 7  
5/9/11  
Dwit  
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J.M.  
3/15/11*

6. **Real Estate Taxes.** Prior to Closing, Seller shall pay all real property taxes and installments of all assessments for public improvements, general or special, on the Property which are then due and payable. The real property taxes and installments of such assessments which are not yet due and payable shall be prorated (based on a 365 day year) as of the date of Closing. This obligation shall survive the Closing.

7. **Risk of Loss.** Until the Purchaser takes possession of the Property, the Seller shall bear the entire risk of loss to the Property. This obligation shall survive the Closing.

8. **Inspection.**

(a) **Property Inspection.** Seller shall make the Property available for inspection by Purchaser, its agents, contractors or employees, continuously from the date of this Agreement through the date of Closing, and Purchaser may undertake as complete a physical and environmental inspection and investigation of the Property, including, but not limited to, structural, mechanical and infestation inspections, as Purchaser deems appropriate in order to determine that the Property is suitable for Purchaser's use. If Purchaser, in the exercise of Purchaser's sole discretion, finds the results of such inspections to be unsatisfactory, Purchaser shall notify Seller of same, detailing the results Purchaser finds unsatisfactory, within 15 days from the date of such inspection, and Seller shall have the option of either (i) curing the unsatisfactory result, to the satisfaction of Purchaser, or (ii) terminating this Agreement. In the event Seller elects to terminate this Agreement, Seller shall promptly return the Deposit to Purchaser, and the parties shall be released from all further obligations hereunder.

(b) **Title Exam and Survey.** Prior to Closing, Purchaser may obtain a title examination ("Title Exam") of the Property from a title insurance company chosen by Purchaser, and Purchaser may obtain a survey (the "Survey") of the Property prepared by a registered land surveyor chosen by Purchaser.

9. **Title Defects.** If (1) the Title Exam shows that Seller does not have good, record, marketable and indefeasible title to the Property, in fee simple; or if (2) the Title Exam or the Survey show that the Property is subject to any title defects, liens, encumbrances, easements, rights-of-way, covenants, reservations, restrictions, encroachments onto adjoining land or encroachments by adjoining improvements onto the Property; other than Permitted Encumbrances and mortgages granted by Seller (the foregoing being collectively called "Title Defects"), then Purchaser shall give Seller notice thereof. If Seller fails to cure and remove all Title Defects prior to Closing, then Purchaser may, at its option, either (i) waive such Title Defects and accept such title to the Property as Seller can convey; (ii) attempt to cure such Title Defects; or (iii) terminate this Agreement. Seller shall cooperate with Purchaser in curing such Title Defects if Purchaser chooses such option and the date of Closing shall be extended during such cure time. If such cure cannot be accomplished by Purchaser, then Purchaser may still exercise the other remaining options. If Purchaser terminates this Agreement, Seller shall promptly return the Deposit to Purchaser, and the parties shall be released from all further obligations hereunder.

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3-11-11  
J.M.  
3/15/11

DKW  
3-11-11  
J.M.  
3/15/11

10. **Brokerage.** Seller has listed the Property with Bob Lewis, NAI Piedmont Triad (the "Realtor") and shall be responsible for any and all compensation payable to the Realtor or any other third party in connection with the transaction contemplated herein. .

11. **Expenses.** The Seller shall pay any transfer taxes or conveyancing fees payable with respect to the transaction provided for under this Agreement. Except as otherwise expressly provided herein, the parties shall bear and pay their own respective expenses they incur in connection with this Agreement and the transactions contemplated hereby.

12. **Entire Agreement.** This Offer, and this Agreement if accepted by the Seller as hereinafter provided, contains all of the terms and conditions agreed upon by the parties, and supersedes all prior understandings, if any, there being no other conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

14. **Joint and Several Liability.** In the event that Purchaser or Seller is comprised of more than one person or individual, each such person or individual shall be jointly and severally liable for the respective obligations imposed upon the parties hereunder.

15. **Controlling Law.** This Offer and the Agreement created thereby shall be construed and enforced under the laws of the State of North Carolina.

16. **Time of the Essence.** Time is of the essence with respect to each and every term and obligation set forth herein.

17. **Expiration of Offer.** This Offer, unless sooner accepted by Seller, shall expire at 11:59 p.m., local time at the Property, on Friday, March 4, 2011.

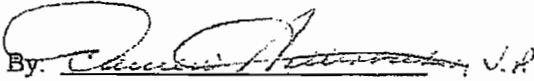
18. **Effectiveness of Seller's Acceptance.** Seller's acceptance of this Offer shall not be effective until such time as Seller has delivered this Offer, bearing the original signature, or signatures, of the Seller, to Purchaser.

[Signature Page Follows]

IN WITNESS WHEREOF, the Purchaser has executed this Offer as of the day and year first above written.

PURCHASER:

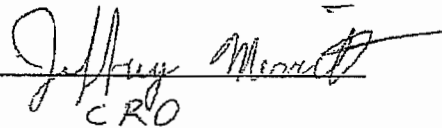
FPE NC, LLC

By:  J.P.

SELLER'S ACCEPTANCE:

The undersigned Seller acknowledges receipt of this Offer and agrees to all the terms, provisions and covenants contained herein and agrees to be bound by such terms, provisions and covenants, as evidenced by Seller's signature below.

MOLL INDUSTRIES, INC.

By:  Date: 2/28/11  
CRO

**Mail Industries, Inc.  
Costs to bring buildings to Operating Standards.**

<b>Building # 3</b>	
1. Roof condition:	\$ 210,000
2. Drain system (North and West side of bldg.):	\$ 28,304
3. Concrete slab:	\$ 32,432
<b>Total Building # 3</b>	
<b>Building # 2</b>	
1. Roof condition:	\$ 131,500
<b>Building # 3</b>	
1. Roof condition:	\$ 35,000
<b>Total</b>	<u>\$ 437,236</u>
<b>Asking Price for buildings</b>	\$ 875,000
<b>Costs to bring buildings to operating standards</b>	<u>\$ 437,236</u>
<b>FPE NC, LLC offer to purchase the buildings</b>	<u>\$ 437,764</u>

**Moll Industries, Inc.**

**Costs to bring buildings to Operating Standards.**

**Exhibit I**

**Page 2 of 4**

**Plant I**

**Roof Repair**

**Estimated cost to repair two leaks**

**\$ 35,000**

**Plant 2 ROOF**

Condition	Option #1	Option #2
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*Water leaks within plant confines*

**1. Roof condition:**

- Roof panels are rusted. Most panels are disintegrated. Roof cannot be repaired by coating
- screws reversing, gaps between roof panels
- gap between gutter and roof panels
- Internal gutter rusted and disintegrated
- insulation below the roof panels have water damage and mold growth

*Myrick quote (April 2009)*

Replace roof with 26 gauge Classic roof panel + replace Internal gutter + replace insulation under roof panels

**Option# 1 TOTAL:**  
\$

*Myrick quote (April 2009)*

Replace roof with 24 gauge CFR panel + replace Internal gutter + replace insulation under roof panels

**Quote# 2 TOTAL:**  
\$ 171,100

\$ 131,500

McCl Industries, Inc.  
 Costs to bring buildings to Operating Standards.  
**Plant 3 Building repairs**

Exhibit I  
 Page 4 of 4

Condition	Quote #1	Quote #2	Quote #3
<b>Water leaks within plant confines and stagnant water around the plant</b>			
<b>1. Roof condition:</b>			
- screws reversing, gaps between roof panels	<b>CentiMark quote (Nov. 8, 2010)</b>	<b>Nyrnick quote (Oct. 27, 2010)</b>	<b>Martin quote (Nov. 11, 2010)</b>
- gap between gutter and roof panels	Rubber roof covering/eliminates internal gutters/install new drain strainer system - \$221,518	Replace roof and gutters - \$210,000	1. Fasten screws and apply sealant - \$42,930
- Internal gutter leaking	<b>Quote# 1 TOTAL:</b>	<b>Quote# 2 TOTAL:</b>	<b>Quote# 3 TOTAL:</b>
	\$ 221,518	\$ 210,000	\$ 61,300
<b>2. Drain system (North and West side of bldg.):</b>			
- Blockage/collapse of drain lines underground	<b>SKC Inc. quote (Nov. 4, 2010)</b>	<b>Frye Farms quote (Nov. 4, 2010)</b>	
- Drain lines not large enough	Install a storm drainage system with larger piping, repair existing Rip Rap ditch - \$29,304	Install a storm drainage system with new larger piping, repair existing Rip Rap ditch - \$99,500	
- Rip Rap not functional	<b>Quote# 1 TOTAL:</b>	<b>Quote# 2 TOTAL:</b>	
	\$ 29,304	\$ 99,500	
<b>3. Concrete slab:</b>			
- Concrete slab is broken, crushing drain lines	<b>SKC Inc. quote (Nov. 4, 2010)</b>	<b>Frye Farms quote (Nov. 4, 2010)</b>	
	Remove crushed concrete and replace - \$92,432	Remove crushed concrete and replace - \$32,500	
	<b>Quote# 1 TOTAL:</b>	<b>Quote# 2 TOTAL:</b>	
	\$ 92,432	\$ 32,500	
<b>Grand Totals</b>	<b>\$254,256</b>	<b>\$282,000</b>	<b>\$61,300</b>

# **EXHIBIT B**

## SALE PROCEDURES

These Sale Procedures set forth the process by which Moll Industries, Inc. and its affiliated Debtors (collectively, the “Debtors”) are authorized to conduct a sale by auction (the “Auction”) of certain Intellectual Property of the Debtors with respect to the attachment of bristles to a toothbrush (the “Acquired Assets”).

These Sale Procedures were approved by order dated March \_\_\_\_, 2011 (the “Sale Procedures Order”) of the United State Bankruptcy Court for the District of Delaware (the “Court”) (in which the Debtors jointly administered chapter 11 bankruptcy cases, Case No. 10-11371 (MFW), are pending)<sup>1</sup> pursuant to the motion of the Debtors (the “Sale Procedures Motion”) for an order, among other things: (a) approving procedures in connection with the sale of the Acquired Assets, (b) approving the form and manner of the sale notice, (c) scheduling an auction and sale hearing date, and (d) scheduling a deadline for the Debtors’ receipt of a marked asset purchase agreement against the form included as an exhibit to the Sale Procedures Motion (the “APA”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Sale Procedures Motion. Any party desiring to obtain a copy of the Sale Procedures Motion may do so by contacting Debtors’ counsel at Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE 19801, Attention: Heidi Coleman ([hcoleman@sha-llc.com](mailto:hcoleman@sha-llc.com)).

### **1. Assets to be Sold**

The Debtors provide these Sale Procedures, whereby prospective bidders may qualify for and participate in the Auction, thereby competing to make the highest or best offer for the Acquired Assets.

### **2. Confidentiality**

Upon execution of a confidentiality agreement, in form and substance satisfactory to the Debtors, any party that wishes to conduct due diligence on the Acquired Assets may be granted access to material and/or confidential information in the Debtors’ discretion; *provided, however*, that the Debtors have no obligation to provide information after the Bid Deadline (defined below). The Debtors will, at the request of any bidder, schedule management presentations and make management otherwise available to such bidder prior to the Bid Deadline.

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<sup>1</sup> The Debtors in these cases are as follows: Moll Industries, Inc., Case No. 10-11371 (MFW); Moll Holdings, Inc., Case No. 10-11372 (MFW); Moll Europe Holdings, LLC, Case No. 10-11373 (MFW); and Moll Latin America Holdings, LLC, Case No. 10-11374 (MFW).

### 3. Determination of “Qualifying Bidder” Status

In order to be deemed a “Qualifying Bidder” and participate in the bidding process and Auction, each potential bidder must deliver to the Bid Notice Parties identified in paragraph 5 a written offer so as to be received by no later than **5:00 p.m. prevailing Eastern time on May 2, 2011** (the “Bid Deadline”) that::

- i. states such Qualifying Bidder offers to purchase the Acquired Assets upon the terms and conditions substantially as set forth in the APA or pursuant to an alternative structure that the Debtors determine is no less favorable than the terms and conditions of the APA;
- ii. states such Qualifying Bidder is prepared to enter into a legally binding purchase and sale agreement or similar agreement for the acquisition of the Acquired Assets on terms and conditions no less favorable to the Debtors than the terms and conditions contained in the APA (as determined by the Debtors in their reasonable business judgment, in consultation with NexBank and the Committee), including, without limitation, the purchase of the Acquired Assets and assumption of the Assumed Liabilities (as defined in the APA);
- iii. be accompanied by a clean and duly executed APA (the “Modified APA”) and a marked Modified APA reflecting the variations from the form of the APA attached to the Sale Procedures Motion;
- iv. states that such Qualifying Bidder is financially capable of consummating the transactions contemplated by the Modified APA;
- v. states such Qualifying Bidder’s offer is irrevocable until the closing of the purchase of the Acquired Assets if such Qualifying Bidder is the Prevailing Bidder or the Back-Up Bidder (as defined below);
- vi. contains such audited financial and/or other information that will allow the Debtors, in consultation with NexBank and the Committee, to make a reasonable determination as to the Qualifying Bidder’s financial and other capabilities to consummate the transactions contemplated by the Modified APA including, without limitation, such financial and other information setting forth adequate assurance of future performance under section 365 of the Bankruptcy Code in a form requested by the Debtors to allow the Debtors to serve within one (1) business day after such receipt such information on counter-parties to any contracts or leases being assigned in connection with the proposed sale;
- vii. identifies with particularity each and every executory contract and unexpired lease, the assumption and assignment of which is a condition to closing;
- viii. does not request or entitle the bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment;

- ix. (1) does not contain any due diligence or financing contingencies of any kind, and (2) contains evidence that the bidder has received debt and/or equity funding commitments or has financial resources readily available sufficient in the aggregate to finance the purchase of the Acquired Assets, which evidence is reasonably satisfactory to the Debtors, in consultation with NexBank and the Committee;
- x. includes evidence of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the Modified APA and the closing on the purchase of the Acquired Assets;
- xi. is accompanied by a cash deposit in the amount of 10% of the Qualifying Bidder's bid;
- xii. includes an acknowledgment and representation that the Qualifying Bidder; (1) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets prior to making its offer, (2) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Acquired Assets in making its bid, (3) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the APA or the Modified APA, and (4) agrees that any non disclosure agreement or confidentiality agreement entered into with the Debtors shall be enforceable by the Prevailing Bidder.

A bid meeting the above requirements shall constitute a "Qualifying Bid." The Debtors, in consultation with NexBank and the Committee, shall make a determination regarding whether a bid is a Qualifying Bid and shall notify bidders whether their bids have been determined to be qualified by no later than 5:00 p.m. prevailing Eastern time on May 3, 2011.

The Debtors reserve the right, at any time after the Bid Deadline and prior to the commencement of the Auction, to request parties submitting written offers (whether or not such offers might be determined to be Qualifying Bids) to amend their written offers.

The Debtors further reserve the right, in their reasonable business judgment, at any time after the Bid Deadline and prior to the conclusion of Auction, to (i) allow parties that have submitted bids that are not Qualifying Bids to submit additional bids and/or (ii) invite other parties that have not previously submitted bids to do so such that they may be considered pursuant to the procedures set forth in the Sale Procedures, subject to consultation with NexBank and the Committee. The Debtors may also extend the Bid Deadline once or successively, but are not obligated to do so; *provided, however*, for any such extension beyond May 3, 2011, the Debtors shall have obtained the consent of

NexBank, and consulted with the Committee. If the Debtors extend the Bid Deadline, they will promptly notify all Qualifying Bidders of such extension.

#### **4. Credit Bid**

The Secured Lenders shall be entitled to submit a credit bid by the Bid Deadline in an amount up to the amount of outstanding indebtedness owed to the Secured Lenders (a “Credit Bid”). Any such Credit Bid shall be deemed to be a Qualifying Bid.

#### **5. Deadline for Submission:**

All Qualifying bids must be submitted to the following so as to be received by the Bid Deadline by the following parties (the “Bid Notice Parties”):

- (i) Moll Industries, Inc., c/o Jeffrey Merritt, CRO, 13455 Noel Road, Suite 2250, Dallas, TX 75240;
- (ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE, 19801, Attn: William A. Hazeltine ([whazeltine@sha-llc.com](mailto:whazeltine@sha-llc.com));
- (iii) Counsel to the Committee, Womble, Carlyle, Sandridge & Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE, 19801, Attn: Mark L. Desgrosseilliers ([mdessgrosseilliers@wcsr.com](mailto:mdessgrosseilliers@wcsr.com)) and Michael Busenkell ([mbusenkell@wcsr.com](mailto:mbusenkell@wcsr.com));
- (iv) Counsel to NexBank, S.S.B., Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219, Attn: Mark X. Mullin ([mark.mullin@haynesboone.com](mailto:mark.mullin@haynesboone.com)) and Duane Morris, LLP, 1100 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Richard W. Riley, Esquire ([rriley@duanemorris.com](mailto:rriley@duanemorris.com)); and
- (v) The Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David L. Buchbinder, Esquire.

#### **6. Evaluation of Qualifying Bids**

Prior to the Auction, the Debtors shall determine, in their reasonable judgment after consultation with NexBank and the Committee, which of the Qualifying Bids is likely to result in the highest or best value to the Debtors.

The Debtors will have the right, in their reasonable business judgment after consultation with NexBank and the Committee, to entertain bids for the Acquired Assets that do not conform to one or more of the requirements specified herein and may deem such bids to be Qualifying Bids.

## 7. No Qualifying Bids

If no timely conforming Qualifying Bids are submitted by the Bid Deadline, the Debtors, in consultation with NexBank and the Committee, may, but are not required to, in their reasonable business judgment, cancel the Auction.

## 8. Auction

In the event that the Debtors timely receive one or more Qualifying Bids, the Debtors shall conduct an Auction with respect to the Acquired Assets. The Auction will take place starting at **9:30 a.m. prevailing Eastern Time on May 5, 2011** at the office of Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE 19801, or at such other place, date and time as may be designated by the Debtors. Only (i) parties and their advisors that have been advised that they have submitted a Qualifying Bid, (ii) counsel to the Committee, (iii) counsel to NexBank, and (iv) other parties specified in the Sale Procedures Order will be permitted to participate in and/or make any statements on the record at the Auction provided, however, that any creditor of the Debtors may attend the auction (subject to space limitations). Subject to the Debtors' reservation of rights as specified herein, the Auction shall be governed by the following procedures:

- i. Only the Qualifying Bidders shall be entitled to make any subsequent bids at the Auction;
- ii. Each Qualifying Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;
- iii. The Qualifying Bidders shall appear in person at the Auction, or through a duly authorized representative;
- iv. Bidding shall commence at the amount of the highest Qualifying Bid submitted prior to the Auction; *provided, however*, that if the highest bid does not conform to one or more of the bidding requirements, but the Debtors, after consultation with NexBank and the Committee, determine that such bid is to be treated as a Qualifying Bid, then any Qualifying Bidder will have the opportunity to submit a bid at the Auction on the same basis;
- v. Qualifying Bidders may then submit successive bids in increments of at least \$20,000.00 higher than the bid at which the Auction commenced and then continue in minimum increments of at least \$20,000.00 higher than the previous bid; *provided* that the Debtors, in consultation with NexBank and the Committee, shall retain the right to modify the bid increment requirements at the Auction.
- vi. The Auction will be conducted in a manner as determined by the Debtors, after consultation with NexBank and the Committee, but with each bidder being informed of the terms of the previous bid;

vii. All Qualifying Bidders shall have the right to submit additional bids and make additional modifications to their respective Modified APA at the Auction, provided that any such modifications to the Modified APA, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors than any prior bid by such Qualifying Bidder; and

viii. The Debtors shall have the right to request any additional financial information that will allow the Debtors to make a reasonable determination as the Qualifying Bidder's financial and other capabilities to consummate the transactions contemplated by the Modified APA as further amended during the Action process.

The concluding date and time of the Auction shall be stated on the record. At the conclusion of the foregoing steps in the Auction, or as soon thereafter as practicable, the Debtors and NexBank, in consultation with the Committee, will: (i) review each Qualifying Bid, and consider each Qualifying Bid, on the basis, without limitation, of the amount of the purchase price, the form of consideration being offered, the likelihood that the transaction will close, the number, type and nature of any changes to the APA requested by each bidder, and the net benefit to the Debtors' estates, and (ii) identify the highest or otherwise best offer for the Acquired Assets received at the Auction (the "Prevailing Bid") and the bidder making such bid, as well as identifying the Back-Up Bidder (as defined below). The Prevailing Bidder shall have such rights and responsibilities as set forth in the applicable Modified APA. Notwithstanding the foregoing, the Auction shall not be closed until the Prevailing Bidder and Back-Up Bidder are identified and the Debtors announce on the record that the Auction is closed.

Within one (1) calendar day after conclusion of the Auction, the Prevailing Bidder shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Prevailing Bid was made. The results at the close of the Auction shall be final and no additional bids will be accepted after the close of the Auction.

## **9. Back-Up Bidder**

If an Auction is conducted, the party or parties with the next highest or otherwise best Qualifying Bid(s) at the Auction, as determined by the Debtors in the exercise of their business judgment after consultation with NexBank and the Committee, shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open and irrevocable until the earlier of 5:00 p.m. prevailing Eastern time on the date which is thirty (30) days after the date of the Sale Hearing (the "Outside Back-Up Date") or the closing of the sale transaction with the Prevailing Bidder. Following the Sale Hearing, if the Prevailing Bidder fails to consummate an approved Sale because of a breach or failure to perform on the part of such Prevailing Bidder, the Back-Up Bidder will be deemed to have the new prevailing bid, and the Debtors will be authorized, but not required, to consummate the Sale with the Back-Up Bidder without further order of the Court. In such case, the defaulting Prevailing Bidder's deposit, if any, shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available damages from the defaulting Prevailing Bidder.

## **10. Return of Deposits**

Except as otherwise provided in the Sale Procedures, all deposits shall be returned to each bidder not selected by the Debtors in accordance with the above procedures as the Prevailing Bidder or the Back-Up Bidder by no later than the fifth (5th) business day following the conclusion of the Auction. The deposit of the Back-Up Bidder shall be held by the Debtors until the earlier of 24 hours after (i) the closing of the sale transaction with the Prevailing Bidder and (ii) the Outside Back-Up Date.

## **11. Reservation of Rights**

Notwithstanding any of the foregoing, the Debtors reserve their rights, in the exercise of their fiduciary obligations, to modify the Sale Procedures or impose, at or prior to the Auction, additional terms and conditions on the sale of the Acquired Assets, including, without limitation, extending the deadlines set forth in the Auction procedures, modifying bidding increments, adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice, withdrawing from the Auction the Acquired Assets at any time prior to or during the Auction or canceling the Auction, and rejecting all Qualifying Bids, in each case after consultation with NexBank and the Committee.

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

IN RE: ) Chapter 11  
MOLL INDUSTRIES, INC., *et al.*,<sup>1</sup> ) Case No. 10-11371 (MFW)  
Debtors. ) Jointly Administered  
Obj. Deadline: March 25, 2011 at 4:00 p.m. (proposed)  
 ) Hearing Date: March 30, 2011 at 1:30 p.m. (proposed)

**NOTICE OF AUCTION AND SALE HEARING**

PLEASE TAKE NOTICE that on March \_\_, 2011, Moll Industries, Inc., and its affiliated debtors (the "Debtors") filed with the United States Bankruptcy Court, District of Delaware (the "Bankruptcy Court") the *Debtors' Motion for Entry of (I) An Order (A) Approving Sale Procedures in Connection With Sale of the Debtors' Real Property Located in Seagrove, North Carolina and (B) Scheduling an Auction and Hearing to Approve the Transaction and Approving the Form and Manner of Notice Thereof* (the "Sale Procedures Motion") (Docket No. \_\_\_\_).

PLEASE TAKE FURTHER NOTICE that, on March \_\_, 2010, the Debtors filed with the Bankruptcy Court the *Debtors Motion for an Order (a) Approving the Sale of the Debtors' Real Property Located in Seagrove, North Carolina and (c) Granting Certain Related Relief* (the "Sale Motion") (Docket No. \_\_\_\_).<sup>2</sup>

PLEASE TAKE FURTHER NOTICE that, on March \_\_, 2011, the Bankruptcy Court entered an order granting the Sale Procedures Motion (the "Sale Procedures Order") (Docket No. \_\_\_\_), which, among other things, establishes sale procedures (the "Sale Procedures") that govern the manner in which the Debtors' Real Property (the "Acquired Assets") is to be sold pursuant to the Sale Motion (the "Asset Sale").

PLEASE TAKE FURTHER NOTICE that a copy of the Sale Procedures Order is being served on you concurrently with this Sale Notice.

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Sale Procedures Order, the Debtor may conduct an auction (the "Auction") on **May 5, 2011 at 2:30 p.m. EDT** (the "Auction Date") at the offices of undersigned counsel for the Debtors or at such other place as designated by the Debtors. Only parties that have submitted a Qualifying Bid (as defined in the Sale Procedures attached as Exhibit 2 to the Sale Procedures Order) in accordance with the Sale Procedures will be permitted to participate in and/or make any statements on the record at the Auction.

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<sup>1</sup> The Debtors in these cases are as follows: Moll Industries, Inc., Case No. 10-11371 (MFW); Moll Holdings, Inc., Case No. 10-11372 (MFW); Moll Europe Holdings, LLC, Case No. 10-11373 (MFW); and Moll Latin America Holdings, LLC, Case No. 10-11374 (MFW).

<sup>2</sup> Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that **on May 9, 2011 at 11:30 a.m. EDT**, or as soon thereafter as counsel may be heard (the "Sale Hearing") at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, DE 19801 (the "Bankruptcy Court"), Courtroom No. 4, the Debtor shall appear before the Bankruptcy Court and seek entry of an order:

- approving the APA as may be modified by the Prevailing Bidder at the Auction;
- authorizing the sale of the Acquired Assets by the Debtors to the Prevailing Bidder at the Auction, free and clear of Encumbrances, other than any Permitted Liens and Assumed Liabilities; and
- granting certain related relief.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Sale Motion as it relates to the sale of the Acquired Assets must (a) be in writing; (b) state with specificity the nature of such objection; (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of this Court; and (d) be filed with this Court and served upon (so as to be **received** by) the following parties (the "Notice Parties") **on or before 4:00 p.m. (prevailing Eastern Time) on May 2, 2011**:

(i) Moll Industries, Inc., c/o Jeffrey Merritt, CRO, 13455 Noel Road, Suite 2250, Dallas, TX 75240;

(ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE, 19801, Attn: William A. Hazeltine ([whazeltine@sha-llc.com](mailto:whazeltine@sha-llc.com));

(iii) Counsel to the Committee, Womble, Carlyle, Sandridge & Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE, 19801, Attn: Mark L. Desgrosseilliers ([mdessgrosseilliers@wcsr.com](mailto:mdessgrosseilliers@wcsr.com)) and Michael Busenkell ([mbusenkell@wcsr.com](mailto:mbusenkell@wcsr.com));

(iv) Counsel to NexBank, S.S.B., Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219, Attn: Mark X. Mullin ([mark.mullin@haynesboone.com](mailto:mark.mullin@haynesboone.com)) and Duane Morris, LLP, 1100 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Richard W. Riley, Esquire ([rriley@duanemorris.com](mailto:rriley@duanemorris.com)); and

(v) The Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David L. Buchbinder, Esquire.

PLEASE TAKE FURTHER NOTICE that the failure of any person or entity to file an objection before the Objection Deadline shall be deemed a consent to the sale of the Acquired Assets to the Prevailing Bidder and the other relief requested in the Sale Motion, and be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Auction, the sale of the Acquired Assets, and the Debtors' consummation and performance of the Asset

Purchase Agreement (including, without limitation, the sale of the Acquired Assets free and clear of all liens, claims and encumbrances).

PLEASE TAKE FURTHER NOTICE that this Sale Notice is subject to the full terms and conditions of the Sale Procedures and the Sale Procedures Order, which shall control in the event of any conflict, and the Debtors encourage the parties in interest to review such documents in their entirety.

Dated: April \_\_, 2011  
Wilmington, Delaware

**SULLIVAN • HAZELTINE • ALLINSON LLC**

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William A. Hazeltine (No. 3294)  
901 North Market Street, Suite 1300  
Wilmington, DE 19801  
Tel: (302) 428-8191  
Fax: (302) 428-8195  
whazeltine@sha-llc.com

*Attorneys for the Debtors and  
Debtors-in-Possession*

# **EXHIBIT C**



with the Sale Procedures will be permitted to participate in and/or make any statements on the record at the Auction.

PLEASE TAKE FURTHER NOTICE that on **May 9, 2011 at 11:30 a.m. EDT**, or as soon thereafter as counsel may be heard (the "Sale Hearing") at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, DE 19801 (the "Bankruptcy Court"), Courtroom No. 4, the Debtor shall appear before the Bankruptcy Court and seek entry of an order:

- approving the APA as may be modified by the Prevailing Bidder at the Auction;
- authorizing the sale of the Acquired Assets by the Debtors to the Prevailing Bidder at the Auction, free and clear of Encumbrances, other than any Permitted Liens and Assumed Liabilities; and
- granting certain related relief.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Sale Motion as it relates to the sale of the Acquired Assets must (a) be in writing; (b) state with specificity the nature of such objection; (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of this Court; and (d) be filed with this Court and served upon (so as to be **received** by) the following parties (the "Notice Parties") **on or before 4:00 p.m. (prevailing Eastern Time) on May 2, 2011:**

- (i) Moll Industries, Inc., c/o Jeffrey Merritt, CRO, 13455 Noel Road, Suite 2250, Dallas, TX 75240;
- (ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE, 19801, Attn: William A. Hazeltine ([whazeltine@sha-llc.com](mailto:whazeltine@sha-llc.com));
- (iii) Counsel to the Committee, Womble, Carlyle, Sandridge & Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE, 19801, Attn: Mark L. Desgrosseilliers ([mdessgrosseilliers@wcsr.com](mailto:mdessgrosseilliers@wcsr.com)) and Michael Busenkell ([mbusenkell@wcsr.com](mailto:mbusenkell@wcsr.com));
- (iv) Counsel to NexBank, S.S.B., Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219, Attn: Mark X. Mullin ([mark.mullin@haynesboone.com](mailto:mark.mullin@haynesboone.com)) and Duane Morris, LLP, 1100 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Richard W. Riley, Esquire ([rriley@duanemorris.com](mailto:rriley@duanemorris.com)); and
- (v) The Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David L. Buchbinder, Esquire.

PLEASE TAKE FURTHER NOTICE that the failure of any person or entity to file an objection before the Objection Deadline shall be deemed a consent to the sale of the Acquired Assets to the Prevailing Bidder and the other relief requested in the Sale Motion, and be a bar to

the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Auction, the sale of the Acquired Assets, and the Debtors' consummation and performance of the Asset Purchase Agreement (including, without limitation, the sale of the Acquired Assets free and clear of all liens, claims and encumbrances).

PLEASE TAKE FURTHER NOTICE that this Sale Notice is subject to the full terms and conditions of the Sale Procedures and the Sale Procedures Order, which shall control in the event of any conflict, and the Debtors encourage the parties in interest to review such documents in their entirety.

Dated: April \_\_, 2011  
Wilmington, Delaware

**SULLIVAN • HAZELTINE • ALLINSON LLC**

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William A. Hazeltine (No. 3294)  
901 North Market Street, Suite 1300  
Wilmington, DE 19801  
Tel: (302) 428-8191  
Fax: (302) 428-8195  
whazeltine@sha-llc.com

*Attorneys for the Debtors and  
Debtors-in-Possession*

# **EXHIBIT D**

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

IN RE:	)	Chapter 11
	)	
MOLL INDUSTRIES, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 10-11371 (MFW)
	)	
Debtors.	)	Jointly Administered
	)	
	)	<b>Related Docket No. _____</b>

**ORDER (I) (A) APPROVING SALE PROCEDURES IN CONNECTION  
WITH SALE OF THE DEBTORS' REAL PROPERTY LOCATED IN  
SEAGROVE, NORTH CAROLINA AND (B) SCHEDULING AN AUCTION  
AND HEARING TO APPROVE THE TRANSACTION AND  
APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

Upon consideration of the motion (the "Sale Procedures Motion") of Moll Industries, Inc. and its affiliated debtors, as debtors and debtors-in-possession (the "Debtors"), for entry of an order, pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Del. Bankr. L.R. 6004-1(c), for entry of (I) an order (a) approving sale procedures in connection with sale of the Debtors' real property located in Seagrove, North Carolina (the "Real Property") and (b) scheduling an auction and hearing to approve the transaction and approving the form and manner of notice thereof; and it appearing that the relief requested in the Sale Procedures Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157 and 1334; and it appearing that the Sale Procedures Motion is a core proceeding pursuant to 28 U.S.C. §157; and adequate notice of the Sale Procedures

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<sup>1</sup> The Debtors in these cases are as follows: Moll Industries, Inc., Case No. 10-11371 (MFW); Moll Holdings, Inc., Case No. 10-11372 (MFW); Moll Europe Holdings, LLC, Case No. 10-11373 (MFW); and Moll Latin America Holdings, LLC, Case No. 10-11374 (MFW).

Motion and opportunity for objection having been given; and it appearing that no other notice need be given; and after a due deliberation and sufficient cause appearing therefore:

**THE COURT HEREBY FINDS THAT:<sup>2</sup>**

A. This Court has jurisdiction to hear and determine the Sale Procedures Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157 (b)(2)(A), (N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested herein are sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6003, 6004, 6006(a), 9007 and 9014.

C. Notice of the Sale Procedures Motion, having been given to the Notice Parties (as defined herein), is sufficient in light of the circumstance and the nature of the relief requested herein.

D. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Sale Procedures Motion regarding the sales process, including, without limitation, (i) approval of the Sale Procedures<sup>3</sup> and (ii) approval and authorization to serve the Sale Notice.

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<sup>2</sup> The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Procedures Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

<sup>3</sup> Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Sale Procedures Motion.

E. The Sale Procedures are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

F. The Sale Notice, and the service thereof, is reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Sale Hearing and the Auction.

**ORDERED THAT:**

1. The Sale Procedures Motion is granted as set forth herein.

2. All objections to the relief requested in the Sale Procedures Motion that have not been withdrawn, waived or settled as announced in the Court at the hearing on the Sale Procedures Motion or by stipulation filed with the Court, are overruled except as otherwise set forth herein.

3. The Sale Notice substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Order: (a) is hereby approved; and (b) shall be served on or before April 8, 2011 upon (i) the Office of the United States Trustee; (ii) counsel to the Committee; (iii) counsel to NexBank; (iv) the Debtors' prepetition secured lenders; (v) the Debtors' 20 largest creditors; (vi) all taxing authorities having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service; (vii) the United States Department of Justice; (viii) all parties that have requested special notice pursuant to Bankruptcy Rule 2002; (ix) all Persons known or reasonably believed to have asserted a Lien on any of the Acquired Assets; (x) the counterparties to each of the Debtors contracts and leases that may be an Assigned Contract; (xi) all Persons known or reasonably believed to have expressed an interest in acquiring the Acquired Assets; (xii) the Attorney General of North Carolina; (xiii) the Environmental Protection Agency and (xiv) any applicable state environmental agency (collectively, the "Notice Parties").

4. The Sale Procedures attached hereto as Exhibit 2, and incorporated herein by reference as if fully set forth in this Order, are hereby approved. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Sale Procedures.

5. As further described in the Sale Procedures, the Debtors shall conduct the Auction on May 5, 2011 if a Qualifying Bid (as defined in the Sale Procedures) is timely received.

6. The Sale Hearing will be conducted on May 30, 2011 at 11:30 a.m. prevailing Eastern Time. At the Sale Hearing, the Debtors will seek entry of an order, among other things, approving and authorizing the sale of the Real Property to the Prevailing Bidder(s) at the Auction, on terms and conditions consistent with the submitted APA, as may be amended and modified (the "Asset Sale"). The Sale Hearing may be adjourned or rescheduled without notice other than by announcement of the adjourned date at the Sale Hearing.

7. Objections, if any, to the Asset Sale including, without limitation, must (a) be in writing; (b) state with specificity the nature of such objection and; (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of this Court; and (d) be filed with this Court and served upon (so as to be **received** by) the following parties **on or before 4:00 p.m. (prevailing Eastern Time) on May 5, 2011:**

(i) Moll Industries, Inc., c/o Jeffrey Merritt, CRO, 13455 Noel Road, Suite 2250, Dallas, TX 75240;

(ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE, 19801, Attn: William A. Hazeltine ([whazeltine@sha-llc.com](mailto:whazeltine@sha-llc.com));

(iii) Counsel to the Committee, Womble, Carlyle, Sandridge & Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE, 19801, Attn: Mark L. Desgrosseilliers ([mdessgrosseilliers@wcsr.com](mailto:mdessgrosseilliers@wcsr.com)) and Michael Busenkell ([mbusenkell@wcsr.com](mailto:mbusenkell@wcsr.com));

(iv) Counsel to NexBank, S.S.B., Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219, Attn: Mark X. Mullin ([mark.mullin@haynesboone.com](mailto:mark.mullin@haynesboone.com))

and Duane Morris, LLP, 1100 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Richard W. Riley, Esquire ([rriley@duanemorris.com](mailto:rriley@duanemorris.com)); and

(v) The Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David L. Buchbinder, Esquire.

8. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Procedures Motion in these cases, the terms of this Order shall govern.

10. This Court shall retain jurisdiction to resolve any dispute relating to the interpretation of this Order. To the extent any provisions of this Order shall be inconsistent with the Sale Procedures Motion, the terms of this Order shall control.

DATED: March \_\_, 2011

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THE HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

# **EXHIBIT 1**

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

IN RE: ) Chapter 11  
MOLL INDUSTRIES, INC., *et al.*,<sup>1</sup> ) Case No. 10-11371 (MFW)  
Debtors. ) Jointly Administered  
 ) Obj. Deadline: March 25, 2011 at 4:00 p.m. (proposed)  
 ) Hearing Date: March 30, 2011 at 1:30 p.m. (proposed)

**NOTICE OF AUCTION AND SALE HEARING**

PLEASE TAKE NOTICE that on March 16, 2011, Moll Industries, Inc., and its affiliated debtors (the “Debtors”) filed with the United States Bankruptcy Court, District of Delaware (the “Bankruptcy Court”) the *Debtors’ Motion for Entry of (I) An Order (A) Approving Sale Procedures in Connection With Sale of the Debtors’ Real Property Located in Seagrove, North Carolina and (B) Scheduling an Auction and Hearing to Approve the Transaction and Approving the Form and Manner of Notice Thereof* (the “Sale Procedures Motion”) (Docket No. \_\_\_\_\_).

PLEASE TAKE FURTHER NOTICE that, on March 16, 2010, the Debtors filed with the Bankruptcy Court the *Debtors Motion for an Order (a) Approving the Sale of the Debtors’ Real Property Located in Seagrove, North Carolina Free and Clear of Liens, Claims and Encumbrances and (c) Granting Certain Related Relief* (the “Sale Motion”) (Docket No. \_\_\_\_\_).<sup>2</sup>

PLEASE TAKE FURTHER NOTICE that, on March \_\_, 2011, the Bankruptcy Court entered an order granting the Sale Procedures Motion (the “Sale Procedures Order”) (Docket No. \_\_\_\_\_), which, among other things, establishes sale procedures (the “Sale Procedures”) that govern the manner in which the Debtors’ Real Property (the “Acquired Assets”) is to be sold pursuant to the Sale Motion (the “Asset Sale”).

PLEASE TAKE FURTHER NOTICE that a copy of the Sale Procedures Order is being served on you concurrently with this Sale Notice.

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Sale Procedures Order, the Debtor may conduct an auction (the “Auction”) on **May 5, 2011 at 2:30 p.m. EDT** (the “Auction Date”) at the offices of undersigned counsel for the Debtors or at such other place as designated by the Debtors. Only parties that have submitted a Qualifying Bid (as defined in the Sale Procedures attached as Exhibit 2 to the Sale Procedures Order) in accordance

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<sup>1</sup> The Debtors in these cases are as follows: Moll Industries, Inc., Case No. 10-11371 (MFW); Moll Holdings, Inc., Case No. 10-11372 (MFW); Moll Europe Holdings, LLC, Case No. 10-11373 (MFW); and Moll Latin America Holdings, LLC, Case No. 10-11374 (MFW).

<sup>2</sup> Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Motion.

with the Sale Procedures will be permitted to participate in and/or make any statements on the record at the Auction.

PLEASE TAKE FURTHER NOTICE that **on May 9, 2011 at 11:30 a.m. EDT**, or as soon thereafter as counsel may be heard (the "Sale Hearing") at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, DE 19801 (the "Bankruptcy Court"), Courtroom No. 4, the Debtor shall appear before the Bankruptcy Court and seek entry of an order:

- approving the APA as may be modified by the Prevailing Bidder at the Auction;
- authorizing the sale of the Acquired Assets by the Debtors to the Prevailing Bidder at the Auction, free and clear of Encumbrances, other than any Permitted Liens and Assumed Liabilities; and
- granting certain related relief.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Sale Motion as it relates to the sale of the Acquired Assets must (a) be in writing; (b) state with specificity the nature of such objection; (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of this Court; and (d) be filed with this Court and served upon (so as to be **received** by) the following parties (the "Notice Parties") **on or before 4:00 p.m. (prevailing Eastern Time) on May 2, 2011:**

(i) Moll Industries, Inc., c/o Jeffrey Merritt, CRO, 13455 Noel Road, Suite 2250, Dallas, TX 75240;

(ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE, 19801, Attn: William A. Hazeltine ([whazeltine@sha-llc.com](mailto:whazeltine@sha-llc.com));

(iii) Counsel to the Committee, Womble, Carlyle, Sandridge & Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE, 19801, Attn: Mark L. Desgrosseilliers ([mdeggrosseilliers@wcsr.com](mailto:mdeggrosseilliers@wcsr.com)) and Michael Busenkell ([mbusenkell@wcsr.com](mailto:mbusenkell@wcsr.com));

(iv) Counsel to NexBank, S.S.B., Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219, Attn: Mark X. Mullin ([mark.mullin@haynesboone.com](mailto:mark.mullin@haynesboone.com)) and Duane Morris, LLP, 1100 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Richard W. Riley, Esquire ([rriley@duanemorris.com](mailto:rriley@duanemorris.com)); and

(v) The Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David L. Buchbinder, Esquire.

PLEASE TAKE FURTHER NOTICE that the failure of any person or entity to file an objection before the Objection Deadline shall be deemed a consent to the sale of the Acquired Assets to the Prevailing Bidder and the other relief requested in the Sale Motion, and be a bar to

the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Auction, the sale of the Acquired Assets, and the Debtors' consummation and performance of the Asset Purchase Agreement (including, without limitation, the sale of the Acquired Assets free and clear of all liens, claims and encumbrances).

PLEASE TAKE FURTHER NOTICE that this Sale Notice is subject to the full terms and conditions of the Sale Procedures and the Sale Procedures Order, which shall control in the event of any conflict, and the Debtors encourage the parties in interest to review such documents in their entirety.

Dated: April \_\_, 2011  
Wilmington, Delaware

**SULLIVAN • HAZELTINE • ALLINSON LLC**

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William A. Hazeltine (No. 3294)  
901 North Market Street, Suite 1300  
Wilmington, DE 19801  
Tel: (302) 428-8191  
Fax: (302) 428-8195  
whazeltine@sha-llc.com

*Attorneys for the Debtors and  
Debtors-in-Possession*

# **EXHIBIT 2**

## SALE PROCEDURES

These Sale Procedures set forth the process by which Moll Industries, Inc. and its affiliated Debtors (collectively, the “Debtors”) are authorized to conduct a sale by auction (the “Auction”) of the Debtors’ real property located in Seagrove, North Carolina (the “Acquired Assets”).

These Sale Procedures were approved by order dated March \_\_\_\_, 2011 (the “Sale Procedures Order”) of the United State Bankruptcy Court for the District of Delaware (the “Court”) (in which the Debtors jointly administered chapter 11 bankruptcy cases, Case No. 10-11371 (MFW), are pending)<sup>1</sup> pursuant to the motion of the Debtors (the “Sale Procedures Motion”) for an order, among other things: (a) approving procedures in connection with the sale of the Acquired Assets, (b) approving the form and manner of the sale notice, (c) scheduling an auction and sale hearing date, and (d) scheduling a deadline for the Debtors’ receipt of a marked asset purchase agreement against the form included as an exhibit to the Sale Procedures Motion (the “APA”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Sale Procedures Motion. Any party desiring to obtain a copy of the Sale Procedures Motion may do so by contacting Debtors’ counsel at Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE 19801, Attention: Heidi Coleman ([hcoleman@sha-llc.com](mailto:hcoleman@sha-llc.com)).

### **1. Assets to be Sold**

The Debtors provide these Sale Procedures, whereby prospective bidders may qualify for and participate in the Auction, thereby competing to make the highest or best offer for the Acquired Assets.

### **2. Determination of “Qualifying Bidder” Status**

In order to be deemed a “Qualifying Bidder” and participate in the bidding process and Auction, each potential bidder must deliver to the Bid Notice Parties identified in paragraph 5 a written offer so as to be received by no later than **5:00 p.m. prevailing Eastern time on May 2, 2011** (the “Bid Deadline”) that::

- i. states such Qualifying Bidder offers to purchase the Acquired Assets upon the terms and conditions substantially as set forth in the APA or pursuant to an alternative structure that the Debtors determine is no less favorable than the terms and conditions of the APA;
- ii. states such Qualifying Bidder is prepared to enter into a legally binding purchase and sale agreement or similar agreement for the acquisition of the Acquired

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<sup>1</sup> The Debtors in these cases are as follows: Moll Industries, Inc., Case No. 10-11371 (MFW); Moll Holdings, Inc., Case No. 10-11372 (MFW); Moll Europe Holdings, LLC, Case No. 10-11373 (MFW); and Moll Latin America Holdings, LLC, Case No. 10-11374 (MFW).

Assets on terms and conditions no less favorable to the Debtors than the terms and conditions contained in the APA (as determined by the Debtors in their reasonable business judgment, in consultation with NexBank and the Committee, including, without limitation, the purchase of the Acquired Assets and assumption of the Assumed Liabilities (as defined in the APA);

- iii. be accompanied by a clean and duly executed APA (the “Modified APA”) and a marked Modified APA reflecting the variations from the form of the APA attached to the Sale Procedures Motion;
- iv. states that such Qualifying Bidder is financially capable of consummating the transactions contemplated by the Modified APA;
- v. states such Qualifying Bidder’s offer is irrevocable until the closing of the purchase of the Acquired Assets if such Qualifying Bidder is the Prevailing Bidder or the Back-Up Bidder (as defined below);
- vi. contains such audited financial and/or other information that will allow the Debtors, in consultation with NexBank and the Committee, to make a reasonable determination as to the Qualifying Bidder’s financial and other capabilities to consummate the transactions contemplated by the Modified APA;
- vii. does not request or entitle the bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment;
- viii. fully discloses the identity of each entity that will be bidding for the Acquired Assets or otherwise participating in connection with such bid, and the complete terms of any such participation
- ix. (1) does not contain any due diligence or financing contingencies of any kind, and (2) contains evidence that the bidder has received debt and/or equity funding commitments or has financial resources readily available sufficient in the aggregate to finance the purchase of the Acquired Assets, which evidence is reasonably satisfactory to the Debtors, in consultation with NexBank and the Committee;
- x. includes evidence of authorization and approval from the bidder’s board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the Modified APA and the closing on the purchase of the Acquired Assets;
- xi. is accompanied by a cash deposit in the amount of \$10,000.00;
- xii. includes an acknowledgment and representation that the Qualifying Bidder; (1) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets prior to making its offer, (2) has relied solely upon its own

independent review, investigation, and/or inspection of any documents and/or the Acquired Assets in making its bid, (3) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the APA or the Modified APA, and (4) agrees that any non disclosure agreement or confidentiality agreement entered into with the Debtors shall be enforceable by the Prevailing Bidder.

A bid meeting the above requirements shall constitute a "Qualifying Bid." The Debtors, in consultation with NexBank and the Committee, shall make a determination regarding whether a bid is a Qualifying Bid and shall notify bidders whether their bids have been determined to be qualified by no later than 5:00 p.m. prevailing Eastern time on May 3, 2011.

The Debtors reserve the right, at any time after the Bid Deadline and prior to the commencement of the Auction, to request parties submitting written offers (whether or not such offers might be determined to be Qualifying Bids) to amend their written offers.

The Debtors further reserve the right, in their reasonable business judgment, at any time after the Bid Deadline and prior to the conclusion of Auction, to (i) allow parties that have submitted bids that are not Qualifying Bids to submit additional bids and/or (ii) invite other parties that have not previously submitted bids to do so such that they may be considered pursuant to the procedures set forth in the Sale Procedures, subject to consultation with NexBank and the Committee. The Debtors may also extend the Bid Deadline once or successively, but are not obligated to do so; *provided, however*, for any such extension beyond May 3, 2011, the Debtors shall have obtained the consent of NexBank, and consulted with the Committee. If the Debtors extend the Bid Deadline, they will promptly notify all Qualifying Bidders of such extension.

### **3. Credit Bid**

The Secured Lenders shall be entitled to submit a credit bid by the Bid Deadline in an amount up to the amount of outstanding indebtedness owed to the Secured Lenders (a "Credit Bid"). Any such Credit Bid shall be deemed to be a Qualifying Bid.

### **4. Deadline for Submission:**

All Qualifying bids must be submitted to the following so as to be received by the Bid Deadline by the following parties (the "Bid Notice Parties"):

- (i) Moll Industries, Inc., c/o Jeffrey Merritt, CRO, 13455 Noel Road, Suite 2250, Dallas, TX 75240;

(ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE, 19801, Attn: William A. Hazeltine ([whazeltine@sha-llc.com](mailto:whazeltine@sha-llc.com));

(iii) Counsel to the Committee, Womble, Carlyle, Sandridge & Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE, 19801, Attn: Mark L. Desgrosseilliers ([mdessgrosseilliers@wcsr.com](mailto:mdessgrosseilliers@wcsr.com)) and Michael Busenkell ([mbusenkell@wcsr.com](mailto:mbusenkell@wcsr.com));

(iv) Counsel to NexBank, S.S.B., Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219, Attn: Mark X. Mullin ([mark.mullin@haynesboone.com](mailto:mark.mullin@haynesboone.com)) and Duane Morris, LLP, 1100 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Richard W. Riley, Esquire ([rriley@duanemorris.com](mailto:rriley@duanemorris.com)); and

(v) The Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David L. Buchbinder, Esquire.

## **5. Evaluation of Qualifying Bids**

Prior to the Auction, the Debtors shall determine, in their reasonable judgment after consultation with NexBank and the Committee, which of the Qualifying Bids is likely to result in the highest or best value to the Debtors.

The Debtors will have the right, in their reasonable business judgment after consultation with NexBank and the Committee, to entertain bids for the Acquired Assets that do not conform to one or more of the requirements specified herein and may deem such bids to be Qualifying Bids.

## **6. No Qualifying Bids**

If no timely conforming Qualifying Bids are submitted by the Bid Deadline, the Debtors, in consultation with NexBank and the Committee, may, but are not required to, in their reasonable business judgment, cancel the Auction.

## **7. Auction**

In the event that the Debtors timely receive one or more Qualifying Bids, the Debtors shall conduct an Auction with respect to the Acquired Assets. The Auction will take place starting at **2:30 p.m. prevailing Eastern Time on May 5, 2011** at the office of Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE 19801, or at such other place, date and time as may be designated by the Debtors. Only (i) parties and their advisors that have been advised that they have submitted a Qualifying Bid, (ii) counsel to the Committee, (iii) counsel to NexBank, and (iv) other parties specified in the Sale Procedures Order will be permitted to participate in and/or make any statements on the record at the Auction provided, however, that any creditor of the Debtors may attend the auction (subject to space

limitations). Subject to the Debtors' reservation of rights as specified herein, the Auction shall be governed by the following procedures:

- i. Only the Qualifying Bidders shall be entitled to make any subsequent bids at the Auction;
- ii. Each Qualifying Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;
- iii. The Qualifying Bidders shall appear in person at the Auction, or through a duly authorized representative;
- iv. Bidding shall commence at the amount of the highest Qualifying Bid submitted prior to the Auction; *provided, however*, that if the highest bid does not conform to one or more of the bidding requirements, but the Debtors, after consultation with NexBank and the Committee, determine that such bid is to be treated as a Qualifying Bid, then any Qualifying Bidder will have the opportunity to submit a bid at the Auction on the same basis;
- v. Qualifying Bidders may then submit successive bids in total increments equal to at least (i) \$20,000.00 higher than the then current high bid plus (ii) the amount of the commission that would be paid pursuant to the Debtors' broker agreement with NAI if the sale of the Real Property to the Qualifying Bidder submitting such bid closed; provided that the Debtors, in consultation with NexBank and the Committee, shall retain the right to modify the bid increment requirements at the Auction.
- vi. The Auction will be conducted in a manner as determined by the Debtors, after consultation with NexBank and the Committee, but with each bidder being informed of the terms of the previous bid;
- vii. All Qualifying Bidders shall have the right to submit additional bids and make additional modifications to their respective Modified APA at the Auction, provided that any such modifications to the Modified APA, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors than any prior bid by such Qualifying Bidder; and
- viii. The Debtors shall have the right to request any additional financial information that will allow the Debtors to make a reasonable determination as the Qualifying Bidder's financial and other capabilities to consummate the transactions contemplated by the Modified APA as further amended during the Action process.

The concluding date and time of the Auction shall be stated on the record. At the conclusion of the foregoing steps in the Auction, or as soon thereafter as practicable, the Debtors and NexBank, in consultation with the Committee, will: (i) review each Qualifying Bid, and consider each Qualifying Bid, on the basis, without limitation, of the amount of the purchase price, the form of consideration being offered, the likelihood that the transaction will close, the

number, type and nature of any changes to the APA requested by each bidder, and the net benefit to the Debtors' estates, and (ii) identify the highest or otherwise best offer for the Acquired Assets received at the Auction (the "Prevailing Bid") and the bidder making such bid, as well as identifying the Back-Up Bidder (as defined below). The Prevailing Bidder shall have such rights and responsibilities, as set forth in the applicable Modified APA. Notwithstanding the foregoing, the Auction shall not be closed until the Prevailing Bidder and Back-Up Bidder are identified and the Debtors announce on the record that the Auction is closed.

Within one (1) calendar day after conclusion of the Auction, the Prevailing Bidder shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Prevailing Bid was made. The results at the close of the Auction shall be final and no additional bids will be accepted after the close of the Auction.

## **8. Back-Up Bidder**

If an Auction is conducted, the party or parties with the next highest or otherwise best Qualifying Bid(s) at the Auction, as determined by the Debtors in the exercise of their business judgment after consultation with NexBank and the Committee, shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open and irrevocable until the earlier of 5:00 p.m. prevailing Eastern time on the date which is thirty (30) days after the date of the Sale Hearing (the "Outside Back-Up Date") or the closing of the sale transaction with the Prevailing Bidder. Following the Sale Hearing, if the Prevailing Bidder fails to consummate an approved Sale because of a breach or failure to perform on the part of such Prevailing Bidder, the Back-Up Bidder will be deemed to have the new prevailing bid, and the Debtors will be authorized, but not required, to consummate the Sale with the Back-Up Bidder without further order of the Court. In such case, the defaulting Prevailing Bidder's deposit, if any, shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available damages from the defaulting Prevailing Bidder.

## **9. Return of Deposits**

Except as otherwise provided in the Sale Procedures, all deposits shall be returned to each bidder not selected by the Debtors in accordance with the above procedures as the Prevailing Bidder(s) or the Back-Up Bidder(s) by no later than the fifth (5th) business day following the conclusion of the Auction. The deposit of the Back-Up Bidder(s) shall be held by the Debtors until the earlier of 24 hours after (i) the closing of the sale transaction with the Prevailing Bidder(s) and (ii) the Outside Back-Up Date.

## **10. Reservation of Rights**

Notwithstanding any of the foregoing, the Debtors reserve their rights, in the exercise of their fiduciary obligations, to modify the Sale Procedures or impose, at or prior to the Auction, additional terms and conditions on the sale of the Acquired Assets, including, without limitation, extending the deadlines set forth in the Auction procedures, modifying bidding increments, adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without

further notice, withdrawing from the Auction the Acquired Assets at any time prior to or during the Auction or canceling the Auction, and rejecting all Qualifying Bids, in each case after consultation with NexBank and the Committee.

**File a Motion:**10-11371-MFW Moll Industries, Inc.

Type: bk Chapter: 11 v Office: 1 (Delaware)  
 Assets: y Judge: MFW  
 Case Flag: LEAD, CLMSAGNT, PlnDue, DsclsDue, Sealed Doc(s)

**U.S. Bankruptcy Court****District of Delaware**

## Notice of Electronic Filing

The following transaction was received from William A. Hazeltine entered on 3/22/2011 at 2:50 PM EDT and filed on 3/22/2011

**Case Name:** Moll Industries, Inc.**Case Number:** 10-11371-MFW**Document Number:** 530**Docket Text:**

Motion to Approve (A) *Sale Procedures in Connection with Sale of the Debtors' Real Property Located in Seagrove, North Carolina* and (B) *Scheduling an Auction and Hearing to Approve the Transaction and Approving the Form an Manner of Notice Thereof* Filed by Moll Industries, Inc.. Hearing scheduled for 3/30/2011 at 01:30 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #4, Wilmington, Delaware. Objections due by 3/25/2011. (Attachments: # (1) Exhibit A# (2) Exhibit B# (3) Exhibit C# (4) Exhibit D) (Hazeltine, William)

The following document(s) are associated with this transaction:

**Document description:**Main Document**Original filename:**C:\fakepath\Approve Sale Procedures.pdf**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=983460418 [Date=3/22/2011] [FileNumber=9482826-0] [858faa27cf03da03942ec31600bee79d021d72a9f8f52ea8c8081394866ecd38458be55695533b969aac7bd4965233963b6b8410d88ede55c2019d75540832d3]]

**Document description:**Exhibit A**Original filename:**C:\fakepath\Approve Sale Procedures - Ex A.pdf**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=983460418 [Date=3/22/2011] [FileNumber=9482826-1] [60bb93bea886702f32f8d0a9544d53c94b9249a5ff9ce43fd2a1a368c8cb04e0ae49bcb5e491cfb1772e79d8549b7e5d3cedf9be2ad79bd2c4889b9b91fe33a5]]

**Document description:**Exhibit B**Original filename:**C:\fakepath\Approve Sale Procedures - Ex B.pdf**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=983460418 [Date=3/22/2011] [FileNumber=9482826-2] [19ec6c107a4156e6725c611a6d317965a1db32de160daa04c2cb0540a8338315a66b20a479f5e41ea3a48d48e37a2db4c68604b4452b2f23177302ba461a6513]]

**Document description:**Exhibit C**Original filename:**C:\fakepath\Approve Sale Procedures - Ex C.pdf**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=983460418 [Date=3/22/2011] [FileNumber=9482826-3] [33a217b95f124253a0e44ccab92ccaf850d3df3dfc4bca218c103d2d9a671f443957]]