

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

IN RE:) Chapter 11
MOLL INDUSTRIES, INC., *et al.*,¹) Case No. 10-11371 (MFW)
) Jointly Administered
)
Debtors.) Objection Deadline: May 2, 2011 at 4:00 p.m.
) Hearing Date: May 9, 2011 at 11:30 a.m.

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (A) APPROVING
THE SALE OF THE DEBTORS' REAL PROPERTY LOCATED IN
SEAGROVE, NORTH CAROLINA AND FREE AND CLEAR OF LIENS, CLAIMS
AND ENCUMBRANCES AND (B) GRANTING CERTAIN RELATED RELIEF**

The above-captioned debtors and debtors in possession (the “Debtors”), by and through their undersigned counsel, hereby move this Honorable Court (the “Motion”), pursuant to sections 105 and 363 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Del. Bankr. L.R. 6004-1, for entry of an order (a) approving the sale of the Debtors’ real property located in Seagrove, North Carolina (the “Real Property”) to (i) FPE NC, LLC (the “Purchaser”) pursuant that certain Offer to Purchase Real Estate dated as of February 18, 2011 between the Debtors and the Purchaser (the “APA”, a copy of which is attached hereto as Exhibit A) or (ii) such other bidder that submits a higher and better bid (the “Prevailing Bidder”) to be determined at an auction to be held on May 5, 2011 (the “Auction”) and (b) granting certain related relief (the “Sale Order”). In support of this Motion, the Debtors respectfully represent as follows:

¹ 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).

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

Del. Bankr. L.R. 6004-1 requires that motions requesting the approval of the sale of assets outside the ordinary course of business highlight certain material terms contained in the asset purchase agreement and proposed Sale Order. Such material terms are highlighted below:

- Bidders must provide a \$10,000.00 cash deposit. Sales Procedures Order, Ex. 2, ¶ 2 (xi).² The deposit will be forfeited if the bidder is the Prevailing Bidder and fails to close because of its breach of the Asset Purchase Agreement. Sales Procedures Order, Ex. 2, ¶ 8.
- The Acquired Assets do not include any of the Debtors' books and records. Accordingly, the Debtors will continue to have access to their books and records for purposes of administering their estates following the closing of the sale.
- The Debtors' 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 Sale Order provides that the ten-day stay imposed by Bankruptcy Rule 6004(h) shall not apply to the Sale Order. Sale Order, ¶ 16.

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) and 363(f) of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6003, 6004, 9007 and 9014.

² The term "Procedures Order" shall mean the proposed form of order attached to the *Debtors' Motion for Entry of (I) An Order (A) Approving Sale Procedures in Connection with the 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. ____).

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 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). Since the Retention Date, NAI has been aggressively marketing the Real Property.

8. To date, the Debtors have received only the offer of the Purchaser to purchase the Real Property. If the Purchaser is the Prevailing Bidder and the sale of the Real Property to the Purchaser closes, NAI will not be entitled to any commission or other payment from the Debtors pursuant to the Debtors' broker agreement with NAI.

RELIEF REQUESTED

9. The Debtors, in their business judgment and the exercise of their fiduciary duties, believe that it is in the best interests of the Debtors' estates and their creditors to sell the Real Property (the "Acquired Assets") in accordance with the procedures described and requested in the Sale Procedures Motion.³ Accordingly, the Debtors seek entry of an order (a) authorizing the sale of Acquired Assets free and clear of all liens, claims, encumbrances and other interests to the Purchaser or other Prevailing Bidder at the Auction pursuant to the APA or a purchase agreement substantially in the form of the APA, and (b) granting certain related relief (such order is referred to as the "Sale Order").

BASIS FOR RELIEF REQUESTED

A. The Sale is Within the Sound Business Judgment of the Debtors and Should be Approved

³ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Procedures Motion.

10. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that a debtor-in-possession, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Section 363 of the Bankruptcy Code does not set forth a standard for determining when it is appropriate for a court to authorize the sale or disposition of a debtor’s assets prior to confirmation of a plan. However, courts in this Circuit and others have required that the decision to sell assets outside the ordinary course of business be based upon the sound business judgment of the debtors. See e.g. Myers v. Martin (In re Martin), 91 F.3d 389, 395 (3d Cir. 1996); In re Montgomery Ward Holding Corp., 242 B.R. 147, 153 (D. Del. 1999); In re Delaware & Hudson Ry. Co., 124 B.R. 169, 176 (D. Del. 1991).

11. The “sound business judgment” test requires a debtor to establish four elements in order to justify the sale or lease of property outside the ordinary course of business, namely, (a) that a “sound business purpose” justifies the sale of assets outside the ordinary course of business, (b) that adequate and reasonable notice has been provided to interested persons, (c) that the debtor has obtained a fair and reasonable price, and (d) good faith. Id.; Titusville Country Club v. Pennbank (In re Titusville Country Club), 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991).

12. A sound business purpose for the sale of a debtor’s assets outside the ordinary course of business may be found where such a sale is necessary to preserve the value of assets for the estate, its creditors or interest holders. See, e.g., In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143 (3rd Cir. 1986); In re Lionel Corp., 722 F.2d 1063 (2nd Cir. 1983). In fact, the paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. See 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”); In re Integrated Res., 147 B.R. at 659 (“It is a well-established principle of bankruptcy law that the ... [Debtor’s] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate.”) (quoting In re Atlanta Packaging Prods., Inc., 99 B.R. 124, 130 (Bankr. N.D. Ga. 1988)).

13. Furthermore, once “the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” Committee of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.), 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). There is a presumption that “in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” In re Integrated Res., 147 B.R. at 656 (quoting Smith v. Van Gorkom, 488 A.2d 858, 872 (Del. 1985)). Thus, if a debtor’s actions satisfy the business judgment rule, the transaction in question should be approved under section 363(b)(1). Indeed, when applying the “business judgment” standard, courts show great deference to a debtor’s business decisions. See Pitt v. First Wellington Canyon Assoc. (In re First Wellington Canyon Assocs.), 1989 WL 106838, at *3 (N.D. Ill. 1989) (“Under this test, the debtor’s business judgment ... must be accorded deference unless shown that the bankrupt’s decision was taken in bad faith or in gross abuse of the bankrupt’s retained discretion.”).

14. The Debtors submit that the proposed sale of the Real Property satisfies the “sound business reason test.” The Real Property is one of only two assets of any value remaining (other than causes of action). The Debtors are currently responsible for certain carrying charges to maintain the Real Property. The sale of the Real Property will relieve the

Debtors of the liability to pay these carrying charges and will permit the Debtors to wind down their estates.

15. Moreover, the notice procedures provided for in the proposed Sale Procedures Order are designed to provide adequate notice to all potentially interested parties of the sale of the Real Property. The Debtors submit that such notice is adequate for entry of the Sale Order and satisfies the requisite notice provisions required under Section 363(b) of the Bankruptcy Code. Accordingly, the proposed Sale satisfies the second prong of the sound business judgment test.

16. Furthermore, the Sale Procedures provided for in the Sale Procedures Order are designed to maximize the value received for the Acquired Assets. The process proposed by the Debtors allows for a timely auction process, thus providing potential bidders adequate time and information to submit a Qualifying Bid. The Sale Procedures are designed to ensure that the Acquired Assets will be sold for the highest price available. The Debtors, through NAI, have already subjected, and the proposed Sale Procedures will further subject, the Acquired Assets to a market check through the solicitation of Qualifying Bids both prior to and through a court-supervised Auction process. Accordingly, the Debtors and all parties-in-interest can be assured that the consideration received for the Acquired Assets is fair and reasonable, thus satisfying the third prong of the sound business judgment test is met.

17. Finally, as discussed below in Section B., the “good faith” prong of the sound business judgment test is also satisfied here.

**B. The Sale is Proposed in “Good Faith”
Under Section 363(m) of the Bankruptcy Code**

18. Section 363(m) of the Bankruptcy Code provides, in pertinent part:

The reversal or modification on appeal of an authorization under subsection (b)...of this section of a sale...of property does not affect the validity of a sale...under such

authorization to an entity that purchased...such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale... were stayed pending appeal.

11 U.S.C. § 363(m).

19. Section 363(m) of the Bankruptcy Code thus protects the purchaser of assets sold pursuant to Section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal.

20. As required by Section 363(m) of the Bankruptcy Code, the Sale Procedures have been proposed in good faith and the Debtors and the Purchaser have acted in good faith in negotiating the sale of the Acquired Assets. Although the Bankruptcy Code does not define “good faith purchaser,” the Third Circuit, construing Section 363(m) of the Bankruptcy Code, has stated that “the phrase encompasses one who purchases in ‘good faith’ or for ‘value’.” In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143, 147 (3d Cir. 1986). To constitute lack of good faith, a party’s conduct in connection with the sale must usually amount to “fraud, collusion between the purchaser and other bidders or the trustee or an attempt to take grossly unfair advantage of other bidders.” Id.; see also In re Bedford Springs Hotel, Inc., 99 B.R. 302, 305 (Bankr. W.D. Pa. 1989); In re Perona Bros., Inc., 186 B.R. 833, 839 (D.N.J. 1995). Due to the absence of a bright line test for good faith, the determination is based on the facts of each case, concentrating on the “integrity of [an actor’s] conduct during the sale proceedings.” In re Pisces Leasing Corp., 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1998 (7th Cir. 1978)).

21. Here, the sale of the Acquired Assets has been proposed in good faith and the Sale Procedures will ensure that the sale of the Acquired Assets to the Purchaser or another Prevailing Bidder will be in good faith. There is no evidence of fraud or collusion with respect to the marketing of the Debtors assets to date, the requested Sale Procedures or the negotiation of the

APA. To the contrary, as discussed throughout this Motion, and as will be further demonstrated at the Sale Hearing, the sale of the Acquired Assets will be the culmination of a solicitation and negotiation process designed to obtain the highest possible purchase price for the Acquired Assets while ensuring that no party is able to exert undue influence over the process. Under the circumstances, the Purchaser or other Prevailing Bidder should be afforded the protections that Section 363(m) of the Bankruptcy Code provides to a good faith purchaser.

22. Furthermore, the Sale Procedures are designed to prevent any party from engaging in any conduct that would cause or permit the sale of the Acquired Assets to be avoided under Section 363(n) of the Bankruptcy Code.

23. Based on the foregoing, the Debtors request that the Court make a finding following the Sale Hearing that (i) the sale of the Acquired Assets is a proper exercise of the Debtors' business judgment, (ii) the sale of the Acquired Assets is in good faith providing the Purchaser or other Prevailing Bidder with the protections of Section 363(m) of the Bankruptcy Code and (iii) no party has engaged in conduct that would cause or permit the sale of the Acquired Assets to the Purchaser or other Prevailing Bidder to be avoided under Section 363(n) of the Bankruptcy Code.

C. **The Sale Satisfies the Requirements of Section 363(f) of the Bankruptcy Code**

24. The Debtors respectfully submit that it is appropriate to sell the Acquired Assets free and clear of all liens, claims, encumbrances and other interests pursuant to Section 363(f) of the Bankruptcy Code, with all such interests attaching to the net sale proceeds of the Acquired Assets to the extent applicable. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests and encumbrances if:

- a. applicable nonbankruptcy law permits sale of such property free and clear of such interests;

- b. such entity consents;
- c. such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property;
- d. such interest is in bona fide dispute; or
- e. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). This provision is supplemented by Section 105(a) of the Bankruptcy Code, which provides that “[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

25. Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Acquired Assets free and clear of liens, claims, encumbrances and other interests. *In re Dundee Equity Corp.*, 1992 Bankr. LEXIS 436, *12 (Bankr. S.D.N.Y. 1992) (“Section 363(f) is in the disjunctive, such that the sale free of interest concerned may occur if any one of the conditions of § 363(f) have been met.”); *In re Wolverine Radio Co.*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991) (stating that Bankruptcy Code section 363(f) is written in the disjunctive; holding that the court may approve the sale ‘free and clear’ provided at least one of the subsections of section 363(f) is met).

26. The Debtors submit that they will establish at the Sale Hearing that one or more of the tests under section 363(f) will be satisfied with respect to the transfer of the Acquired Assets pursuant to a Sale Order.

D. Relief Under Bankruptcy Rules 6004(h) is Appropriate

27. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property ... is stayed until the expiration of 10 days after entry of the order, unless the court orders otherwise.” The Debtors request that any order approving the APA and the

assumption and assignment of the Assigned Contracts be effective immediately by providing that the 10-day stays under Bankruptcy Rule 6004(h) is waived.

28. The purpose of Bankruptcy Rule 6004(h) is to provide sufficient time for an objecting party to appeal before an order can be implemented. See Advisory Committee Notes to Fed. R. Bankr. P. 6004(h). Although Bankruptcy Rule 6004(h) and the Advisory Committee Notes are silent as to when a court should “order otherwise” and eliminate or reduce the 10-day stay period, the leading treatise on bankruptcy suggests that the 10-day stay period should be eliminated to allow a sale or other transaction to close immediately “where there has been no objection to the procedure.” 10 Collier on Bankruptcy ¶ 6004.10 (15th rev. ed. 2006). Furthermore, Collier suggests that if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. Id.

29. The Purchaser has informed the Debtor that time is of the essences with respect to closing on the sale of the Acquired Assets. Accordingly, the Debtors hereby request that the Court waive the ten-day stay period under Bankruptcy Rule 6004(h) or, in the alternative, if an objection to the sale is filed, reduce the stay period to the minimum amount of time needed by the objecting party to file its appeal.

NOTICE

30. Notice of this Motion has been 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 (a) an order, substantially in the form attached hereto as Exhibit B, (i) approving the APA between the Debtors and the Purchaser or other Prevailing Bidder; (ii) authorizing the Sale of the Acquired Assets free and clear of all liens, claims and encumbrances and other interests; and (iii) granting such other and further relief as is just and proper.

Date: March __, 2011
Wilmington, DE

SULLIVAN • HAZELTINE • ALLINSON LLC



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 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.

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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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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.

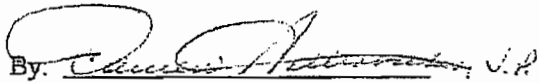
18. **Effectiveness of Seller's Acceptance.** Seller's acceptance of this Offer shall not be effective until such time as Seller has delivered this Offer, bearing the original signature, or signatures, of the Seller, to Purchaser.

[Signature Page Follows]

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

PURCHASER:

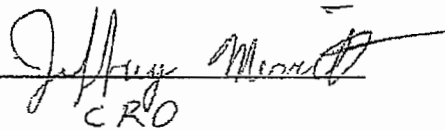
FPE NC, LLC

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

Mall Industries, Inc.
Costs to bring buildings to Operating Standards.

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

Moil 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
-----------	-----------	-----------

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

Condition	Quote #1	Quote #2	Quote #3
Water leaks within plant confines and stagnant water around the plant			
1. Roof condition:			
- screws reversing, gaps between roof panels			
- gap between gutter and roof panels			
- Internal gutter leaking			
	CentiMark quote (Nov. 8, 2010)	Myrick quote (Oct. 27, 2010)	Martin quote (Nov. 11, 2010)
	Rubber roof covering/eliminate internal gutters/install new drain strainer system - \$221,518	Replace roof and gutters - \$210,000	1. Fasten screws and apply sealant - \$42,930 2. Seal gaps between gutter and
	Quote# 1 TOTAL:	Quote# 2 TOTAL:	Quote# 3 TOTAL:
	\$ 221,518	\$ 210,000	\$ 42,930
2. Drain system (North and West side of bldg.):			
- Blockage/collapse of drain lines underground			
- Drain lines not large enough			
- Rip Rep not functional			
	SKC Inc. quote (Nov. 4, 2010)	Frye Farms quote (Nov. 4, 2010)	
	Install a storm drainage system with larger piping, repair existing Rip Rep ditch - \$28,304	Install a storm drainage system with new larger piping, repair existing Rip Rep ditch - \$99,500	
	Quote# 1 TOTAL:	Quote# 2 TOTAL:	
	\$ 28,304	\$ 99,500	
3. Concrete slab:			
- Concrete slab is broken, crushing drain lines			
	SKC Inc. quote (Nov. 4, 2010)	Frye Farms quote (Nov. 4, 2010)	
	Remove crushed concrete and replace - \$32,432	Remove crushed concrete and replace - \$32,500	
	Quote# 1 TOTAL:	Quote# 2 TOTAL:	
	\$ 32,432	\$ 32,500	
Grand Totals	\$254,256	\$282,000	\$61,300

EXHIBIT B

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

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

**ORDER (A) APPROVING THE SALE OF THE DEBTORS’
REAL PROPERTY LOCATED IN SEAGROVE, NORTH
CAROLINA FREE AND CLEAR OF LIENS, CLAIMS AND
ENCUMBRANCES AND (B) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of Moll Industries, Inc. and its affiliated debtors, as debtors and debtors-in-possession (the “Debtors”), for entry of an order, among other things: (i) approving the asset purchase agreement attached hereto as Exhibit 1 (the “APA”) between the Debtors and FPE NC, LLC (the “Purchaser), (ii) authorizing the sale of the Debtors’ real property located in Seagrove, North Carolina free and clear of all liens, claims, encumbrances and other interests (collectively, the “Encumbrances”), and (iii) granting other related relief; and it appearing that the relief requested in the 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 Motion is a core proceeding pursuant to 28 U.S.C. §157; and adequate notice of the Motion and opportunity for objection having been given; and this Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a

¹ 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).

² Unless otherwise stated, all capitalized items not defined herein shall have the same meaning as set forth in the Motion.

hearing before this Court on May 9, 2011 (the “Sale Hearing”); and it appearing that no other notice need be given; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause therefor:

THE COURT HEREBY FINDS THAT:³

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale 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. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rule 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there s no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth here.

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363(b), (f), and (m) of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 9007 and 9014.

³ 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 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.

D. This Court entered the Sale Procedures Order on March ____, 2011 (Docket No. _____).

Notice of the Sale and Auction

E. Actual written notice of the Sale Hearing, the Auction, the Motion, and the Sale, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to parties in interests, including, including, but not limited to the following 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;
- 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;
- j. all Persons known or reasonably believed to have expressed a bona fide interest in acquiring the Acquired Assets;
- k. the Attorney General of North Carolina;
- l. the United States Environmental Protection Agency; and
- m. any applicable state environmental agency.

F. The Sale Notice provided all interested parties with timely and proper notice of the Sale, Sale Hearing and Auction.

G. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014. The Debtors also have complied with all obligations to provide notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale required by the Sale Procedures Order. The foregoing notice described in paragraph E was good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Auction, the Sale Hearing, the Sale or the assumption and assignment of the Assigned Contracts is required.

Good Faith of Purchaser

H. The Purchaser is not an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

I. The Purchaser is purchasing the Acquired Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (a) Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (b) Purchaser complied with the provisions in the Sale Procedures Order; (c) Purchaser’s bid was subjected to the competitive bidding procedures set forth in the Sale Procedures Order; (d) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (e) Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (f) no common identity of directors or controlling stockholders exists between the Purchaser and the Debtors; and (g) the negotiation

and execution of the APA and any other agreements or instruments related thereto was at arm's-length and in good faith.

Highest and Best Offer

J. The Debtors conducted an Auction process in accordance with, and has otherwise complied in all respects with, the Sale Procedures Order. The Auction process set forth in the Sale Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The Auction was duly noticed and conducted in a non-collusive, fair and good faith manner and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Acquired Assets.

M. The APA constitutes the highest and best offer for the Acquired Assets, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

N. The APA represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of these chapter 11 cases. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Purchaser.

O. Approval of the Sale Motion and the APA and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

P. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale. The Debtors are authorized pursuant to sections 105(a) and 363 of the Bankruptcy Code to, among other things, enter into the APA

and sell the Acquired Assets free and clear of all Encumbrances pursuant to the terms of the APA and this Order.

No Fraudulent Transfer

Q. The consideration provided by the Purchaser pursuant to the APA for its purchase of the Acquired Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

Validity of Transfer

R. The Debtors have full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors to consummate the transactions contemplated by the APA, except as otherwise set forth in the APA.

S. The transfer of the Acquired Assets to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of such assets, and vests or will, as of the Closing Date, vest the Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Encumbrances accruing, arising or relating to any time prior to the Closing Date, except for any Permitted Liens and/or Assumed Liabilities under the APA.

Section 363(f) Is Satisfied

T. The Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby if the Sale of the Acquired Assets to the Purchaser were not (except as otherwise provided in the APA with respect to the Assumed Liabilities and Permitted Liens) free and clear of all Encumbrances of any kind or nature whatsoever.

U. The Debtors may sell the Acquired Assets free and clear of all Encumbrances (except for any Permitted Liens and Assumed Liabilities under the APA) because, in each case,

one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Encumbrances against the Debtors, their estates or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code.

Sound Business Judgment

V. Given all of the circumstances of these chapter 11 cases and adequacy and fair value of the purchase price under the APA, the proposed Sale of the Acquired Assets to Purchaser constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

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

General Provisions

1. The relief requested in the Sale Motion is granted and approved, and the Sale contemplated thereby and by the APA is approved as set forth in this Order.
2. This Court's findings of fact and conclusions of law, set forth in the Sale Procedures Order, are incorporated herein by reference.
3. All objections to the Motion or relief requested therein that have not been withdrawn, waived, or settled as provided in this Sale Order, announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits or the interests of such objectors have been otherwise satisfied or adequately provided for.

Approval of the APA

4. The APA and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.

5. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary or appropriate to (i) consummate the Sale of the Acquired Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the APA, (ii) close the Sale as contemplated in the APA and this Order, and (iii) execute and deliver, perform under, consummate, implement and close fully the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such other ancillary documents.

6. This Order shall be binding in all respects upon the Debtors, their estates, all creditors of (whether known or unknown), and holders of equity interests in the Debtors, any holders of Encumbrances against or on all or any portion of the Acquired Assets, the Purchaser and all successors and assigns of the Purchaser. This Order and the APA shall inure to the benefit of the Debtors, their estates, their creditors and the Purchaser and its respective successors and assigns.

Transfer of the Acquired Assets

7. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets on the Closing Date. Upon the closing, the Purchaser shall take title to and possession of the Acquired Assets subject only to the Permitted Liens and Assumed Liabilities, and such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets and, upon the Debtors' receipt of the purchase price, shall be free and clear of all Encumbrances except any Permitted Liens and Assumed

Liabilities under the APA. Encumbrances, if any, shall attach to the proceeds of the sale of the Acquired Assets according to their relative priorities.

8. Except as expressly permitted or otherwise specifically provided by the APA or this Order, all persons and entities holding claims against the Debtor or Encumbrances or interests in the Acquired Assets (other than Permitted Liens and the Assumed Liabilities) arising under or out of, in connection with, or in any way relating to the Debtor, the Acquired Assets, or the transfer of the Acquired Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser or its successors or assigns, their property or the Acquired Assets, such persons' or entities' interests in and to the Acquired Assets. On the Closing Date, each creditor is directed to execute such documents and take all other actions as may be necessary to release Encumbrances (except Permitted Liens) on the Acquired Assets, if any, as provided for herein, as such Encumbrances may have been recorded or may otherwise exist.

9. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to the Purchaser in accordance with the terms of the APA and this Order.

10. All entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to the Purchaser or its assignee at the Closing.

11. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel all liens and other encumbrances of record except the Permitted Liens.

12. If any person or entity that has filed statements or other documents or agreements evidencing Encumbrances on the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Encumbrances which the person or entity has or may assert with respect to the Acquired Assets, the Debtors and/or the Purchaser are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Acquired Assets.

13. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

Other Provisions

14. Effective upon the Closing Date, all persons and entities who have held, hold or may hold any Claim (as defined under section 101(5) of the Bankruptcy Code) are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, its successors and assigns, or the Acquired Assets, with respect to any

Encumbrances (other than a Permitted Lien) arising under, out of, in connection with or in any way relating to the Debtors, the Purchaser, the Acquired Assets, or the operation of the Acquired Assets prior to the Closing of the Sale, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, its successors, assets or properties; (iii) creating, perfecting or enforcing any Encumbrances (other than Permitted Liens) by the Purchaser, its successors, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser or its successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets. Except for the Permitted Liens and the Assumed Liabilities, the Purchaser shall not have any liability of the Debtors or their estates arising under or related to the Acquired Assets.

15. The transactions contemplated by the APA are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections

of section 363(m) of the Bankruptcy Code. The Sale of the Acquired Assets to Purchaser is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code.

16. Nothing contained in any order of any type or kind entered in (i) these chapter 11 cases or (ii) any related proceeding subsequent to entry of this Order shall conflict with or derogate from the provisions of the APA or the terms of this Order.

17. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale immediately upon entry of this Order and the ten day stay imposed by Bankruptcy Rule 6004(h) shall be, and hereby is, deemed waived.

18. The Debtors' Retained NAI Piedmont Triad Commercial Properties, Inc. ("NAI") to market the Real Property, which retention was approved pursuant to the Debtors' *Order Approving the Application for an Order Pursuant to Sections 327, 328 and 1107(b) of the Bankruptcy Code, Fed. R. Bankr. P. 2014(a) and Del. Bankr. L.R. 2014-1 Authorizing the Employment and Retention of NAI Piedmont Triad Commercial Properties, Inc. as Real Estate Broker for the Debtors and Debtors In Possession* (the "NAI Retention Order") (Docket No. 433). NAI may be entitled to receive a commission from the proceeds of the Sale of the Real Property pursuant to the NAI Retention Order and the Agreement attached thereto. Pursuant to the NAI Retention Order and Agreement, NAI shall not be entitled to receive a commission if the Purchaser is the Prevailing Bidder and the sale of the Real Property to the Purchaser closes.

19. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

20. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court.

21. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

22. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

23. To the extent that this Order is inconsistent with the Sale Motion or any other prior order or pleading in these chapter 11 cases, the terms of this Order shall govern.

24. To the extent there are any inconsistencies between the terms of this Order and the APA (including all ancillary documents executed in connection therewith), the terms of this Order shall control.

Date: May __, 2011

Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

EXHIBIT B

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

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

**ORDER (A) APPROVING THE SALE OF THE DEBTORS’
REAL PROPERTY LOCATED IN SEAGROVE, NORTH
CAROLINA FREE AND CLEAR OF LIENS, CLAIMS AND
ENCUMBRANCES AND (B) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of Moll Industries, Inc. and its affiliated debtors, as debtors and debtors-in-possession (the “Debtors”), for entry of an order, among other things: (i) approving the asset purchase agreement attached hereto as Exhibit 1 (the “APA”) between the Debtors and FPE NC, LLC (the “Purchaser), (ii) authorizing the sale of the Debtors’ real property located in Seagrove, North Carolina free and clear of all liens, claims, encumbrances and other interests (collectively, the “Encumbrances”), and (iii) granting other related relief; and it appearing that the relief requested in the 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 Motion is a core proceeding pursuant to 28 U.S.C. §157; and adequate notice of the Motion and opportunity for objection having been given; and this Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a

¹ 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).

² Unless otherwise stated, all capitalized items not defined herein shall have the same meaning as set forth in the Motion.

hearing before this Court on May 9, 2011 (the “Sale Hearing”); and it appearing that no other notice need be given; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause therefor:

THE COURT HEREBY FINDS THAT:³

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale 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. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rule 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there s no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth here.

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363(b), (f), and (m) of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 9007 and 9014.

³ 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 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.

D. This Court entered the Sale Procedures Order on March ____, 2011 (Docket No. _____).

Notice of the Sale and Auction

E. Actual written notice of the Sale Hearing, the Auction, the Motion, and the Sale, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to parties in interests, including, including, but not limited to the following parties: (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.

F. The Sale Notice provided all interested parties with timely and proper notice of the Sale, Sale Hearing and Auction.

G. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014. The Debtors also have complied with all obligations to provide notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale required by the

Sale Procedures Order. The foregoing notice described in paragraph E was good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Auction, the Sale Hearing, the Sale or the assumption and assignment of the Assigned Contracts is required.

Good Faith of Purchaser

H. The Purchaser is not an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

I. The Purchaser is purchasing the Acquired Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (a) Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (b) Purchaser complied with the provisions in the Sale Procedures Order; (c) Purchaser’s bid was subjected to the competitive bidding procedures set forth in the Sale Procedures Order; (d) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (e) Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (f) no common identity of directors or controlling stockholders exists between the Purchaser and the Debtors; and (g) the negotiation and execution of the APA and any other agreements or instruments related thereto was at arm’s-length and in good faith.

Highest and Best Offer

J. The Debtors conducted an Auction process in accordance with, and has otherwise complied in all respects with, the Sale Procedures Order. The Auction process set forth in the Sale Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to

make a higher or otherwise better offer to purchase the Acquired Assets. The Auction was duly noticed and conducted in a non-collusive, fair and good faith manner and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Acquired Assets.

M. The APA constitutes the highest and best offer for the Acquired Assets, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

N. The APA represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of these chapter 11 cases. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Purchaser.

O. Approval of the Sale Motion and the APA and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

P. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale. The Debtors are authorized pursuant to sections 105(a) and 363 of the Bankruptcy Code to, among other things, enter into the APA and sell the Acquired Assets free and clear of all Encumbrances pursuant to the terms of the APA and this Order.

No Fraudulent Transfer

Q. The consideration provided by the Purchaser pursuant to the APA for its purchase of the Acquired Assets constitutes reasonably equivalent value and fair consideration under the

Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

Validity of Transfer

R. The Debtors have full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors to consummate the transactions contemplated by the APA, except as otherwise set forth in the APA.

S. The transfer of the Acquired Assets to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of such assets, and vests or will, as of the Closing Date, vest the Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Encumbrances accruing, arising or relating to any time prior to the Closing Date, except for any Permitted Liens and/or Assumed Liabilities under the APA.

Section 363(f) Is Satisfied

T. The Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby if the Sale of the Acquired Assets to the Purchaser were not (except as otherwise provided in the APA with respect to the Assumed Liabilities and Permitted Liens) free and clear of all Encumbrances of any kind or nature whatsoever.

U. The Debtors may sell the Acquired Assets free and clear of all Encumbrances (except for any Permitted Liens and Assumed Liabilities under the APA) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Encumbrances against the Debtors, their estates or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code.

Sound Business Judgment

V. Given all of the circumstances of these chapter 11 cases and adequacy and fair value of the purchase price under the APA, the proposed Sale of the Acquired Assets to Purchaser constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

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

General Provisions

1. The relief requested in the Sale Motion is granted and approved, and the Sale contemplated thereby and by the APA is approved as set forth in this Order.
2. This Court's findings of fact and conclusions of law, set forth in the Sale Procedures Order, are incorporated herein by reference.
3. All objections to the Motion or relief requested therein that have not been withdrawn, waived, or settled as provided in this Sale Order, announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits or the interests of such objectors have been otherwise satisfied or adequately provided for.

Approval of the APA

4. The APA and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.
5. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary or appropriate to (i) consummate the Sale of the Acquired Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the APA, (ii) close the Sale as contemplated in the APA and this Order, and (iii)

execute and deliver, perform under, consummate, implement and close fully the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such other ancillary documents.

6. This Order shall be binding in all respects upon the Debtors, their estates, all creditors of (whether known or unknown), and holders of equity interests in the Debtors, any holders of Encumbrances against or on all or any portion of the Acquired Assets, the Purchaser and all successors and assigns of the Purchaser. This Order and the APA shall inure to the benefit of the Debtors, their estates, their creditors and the Purchaser and its respective successors and assigns.

Transfer of the Acquired Assets

7. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets on the Closing Date. Upon the closing, the Purchaser shall take title to and possession of the Acquired Assets subject only to the Permitted Liens and Assumed Liabilities, and such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets and, upon the Debtors' receipt of the purchase price, shall be free and clear of all Encumbrances except any Permitted Liens and Assumed Liabilities under the APA. Encumbrances, if any, shall attach to the proceeds of the sale of the Acquired Assets according to their relative priorities.

8. Except as expressly permitted or otherwise specifically provided by the APA or this Order, all persons and entities holding claims against the Debtor or Encumbrances or interests in the Acquired Assets (other than Permitted Liens and the Assumed Liabilities) arising under or out of, in connection with, or in any way relating to the Debtor, the Acquired Assets, or

the transfer of the Acquired Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser or its successors or assigns, their property or the Acquired Assets, such persons' or entities' interests in and to the Acquired Assets. On the Closing Date, each creditor is directed to execute such documents and take all other actions as may be necessary to release Encumbrances (except Permitted Liens) on the Acquired Assets, if any, as provided for herein, as such Encumbrances may have been recorded or may otherwise exist.

9. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to the Purchaser in accordance with the terms of the APA and this Order.

10. All entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to the Purchaser or its assignee at the Closing.

11. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel all liens and other encumbrances of record except the Permitted Liens.

12. If any person or entity that has filed statements or other documents or agreements evidencing Encumbrances on the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Encumbrances which the person or entity has or may assert with respect to the Acquired Assets, the Debtors and/or the Purchaser are

hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Acquired Assets.

13. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

Other Provisions

14. Effective upon the Closing Date, all persons and entities who have held, hold or may hold any Claim (as defined under section 101(5) of the Bankruptcy Code) are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, its successors and assigns, or the Acquired Assets, with respect to any Encumbrances (other than a Permitted Lien) arising under, out of, in connection with or in any way relating to the Debtors, the Purchaser, the Acquired Assets, or the operation of the Acquired Assets prior to the Closing of the Sale, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, its successors, assets or

properties; (iii) creating, perfecting or enforcing any Encumbrances (other than Permitted Liens) by the Purchaser, its successors, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser or its successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets. Except for the Permitted Liens and the Assumed Liabilities, the Purchaser shall not have any liability of the Debtors or their estates arising under or related to the Acquired Assets.

15. The transactions contemplated by the APA are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Sale of the Acquired Assets to Purchaser is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code.

16. Nothing contained in any order of any type or kind entered in (i) these chapter 11 cases or (ii) any related proceeding subsequent to entry of this Order shall conflict with or derogate from the provisions of the APA or the terms of this Order.

17. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale immediately upon entry of this Order and the ten day stay imposed by Bankruptcy Rule 6004(h) shall be, and hereby is, deemed waived.

18. The Debtors' Retained NAI Piedmont Triad Commercial Properties, Inc. ("NAI") to market the Real Property, which retention was approved pursuant to the Debtors' *Order Approving the Application for an Order Pursuant to Sections 327, 328 and 1107(b) of the Bankruptcy Code, Fed. R. Bankr. P. 2014(a) and Del. Bankr. L.R. 2014-1 Authorizing the Employment and Retention of NAI Piedmont Triad Commercial Properties, Inc. as Real Estate Broker for the Debtors and Debtors In Possession* (the "NAI Retention Order") (Docket No. 433). NAI may be entitled to receive a commission from the proceeds of the Sale of the Real Property pursuant to the NAI Retention Order and the Agreement attached thereto. Pursuant to the NAI Retention Order and Agreement, NAI shall not be entitled to receive a commission if the Purchaser is the Prevailing Bidder and the sale of the Real Property to the Purchaser closes.

19. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

20. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court.

21. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to

which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

22. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

23. To the extent that this Order is inconsistent with the Sale Motion or any other prior order or pleading in these chapter 11 cases, the terms of this Order shall govern.

24. To the extent there are any inconsistencies between the terms of this Order and the APA (including all ancillary documents executed in connection therewith), the terms of this Order shall control.

Date: May __, 2011

Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

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
David
2-11-11
J.M.
2/15/11*

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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Dust
3-11-11
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3/15/11

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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.

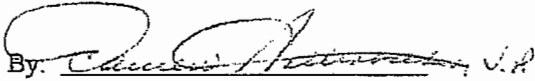
18. **Effectiveness of Seller's Acceptance.** Seller's acceptance of this Offer shall not be effective until such time as Seller has delivered this Offer, bearing the original signature, or signatures, of the Seller, to Purchaser.

[Signature Page Follows]

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

PURCHASER:

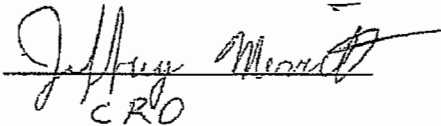
FPE NC, LLC

By:  Charles A. Peterson, J.D.

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:  Jeffrey Merritt Date: 2/28/11
CRO

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

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

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 25 gauge Classic roof panel + replace internal gutter + replace insulation under roof panels

Option# 1 TOTAL:
\$

131,500 \$

Myrick quote (April 2009)

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

Quote# 2 TOTAL:
\$

171,100

Meff 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
Water leaks within plant confines and stagnant water around the plant			
1. Roof condition:			
- screws reversing, gaps between roof panels			
- gap between gutter and roof panels			
- internal gutter leaking			
	CentilMark quote (Nov. 8, 2010)	Alyrick quote (Oct. 27, 2010)	Martin quote (Nov. 11, 2010)
	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 - \$42,990 2. Seal gaps between gutter and
	Quote# 1 TOTAL:	Quote# 2 TOTAL:	Quote# 3 TOTAL:
	\$ 221,518	\$ 210,000	\$ 61,300
2. Drain system (North and West side of bldg.):			
- Blockage/collapse of drain lines underground			
- Drain lines not large enough			
- Rip Rep not functional			
	SKC Inc. quote (Nov. 4, 2010)	Frye Farms quote (Nov. 4, 2010)	
	Install a storm drainage system with larger piping, repair existing Rip Rep ditch - \$28,304	Install a storm drainage system with new larger piping, repair existing Rip Rep ditch - \$39,500	
	Quote# 1 TOTAL:	Quote# 2 TOTAL:	
	\$ 28,304	\$ 39,500	
3. Concrete slab:			
- Concrete slab is broken, crushing drain lines			
	SKC Inc. quote (Nov. 4, 2010)	Frye Farms quote (Nov. 4, 2010)	
	Remove crushed concrete and replace - \$32,432	Remove crushed concrete and replace - \$32,500	
	Quote# 1 TOTAL:	Quote# 2 TOTAL:	
	\$ 32,432	\$ 32,500	
Grand Totals	\$259,256	\$282,010	\$61,300

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 3:10 PM EDT and filed on 3/22/2011

Case Name: Moll Industries, Inc.**Case Number:** 10-11371-MFW**Document Number:** 532**Docket Text:**

Motion to Approve (A) *the Sale of the Debtors' Real Property Located in Seagrove, North Carolina and Free and Clear of Liens, Claims and Encumbrances* and (B) *Granting Certain Related Relief* Filed by Moll Industries, Inc.. Hearing scheduled for 5/9/2011 at 11:30 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #4, Wilmington, Delaware. Objections due by 5/2/2011. (Attachments: # (1) Exhibit A# (2) Exhibit B) (Hazeltine, William)

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

Document description:Main Document**Original filename:**C:\fakepath\Sale of Real Property.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=983460418 [Date=3/22/2011] [FileNumber=9482989-0] [a2484e38c0573bf2e1825762f9796b882fac5600c8ce3653aa5b3bb5ca862a8161ce5ef40f64896968ca2b337cbd81002e1b7d3110af85a58edba75f8a4fb11f]]

Document description:Exhibit A**Original filename:**C:\fakepath\Sale of Real Property - Ex A.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=983460418 [Date=3/22/2011] [FileNumber=9482989-1] [5cfecb1c8f03ad2718009a7ffc7c4c560a1b8242bf574631c8a7045a9612a6853cf96d4a44083ecb9dd7510cbe87a50005d49104d9b8b14ccfeb22a8d10c53d2]]

Document description:Exhibit B**Original filename:**C:\fakepath\Sale of Real Property - Ex B.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=983460418 [Date=3/22/2011] [FileNumber=9482989-2] [56b2cf77fcc4ddee5e168eabd0e0193d558cea82cb2c7f5a52a0f578a616a09ae0d4e5561ead0bb92f8c380b8c3013cac28ecc9cf8417897bcfc69b026f76fd]]

10-11371-MFW Notice will be electronically mailed to:

Michael G. Adams on behalf of Defendant Highland Capital Management, L.P.
mikeadams@parkerpoe.com