

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

IN RE:)	Chapter 11
)	
MOLL INDUSTRIES, INC., <i>et al.</i> ¹)	Case No. 10-11371 ()
)	
Debtors.)	Joint Administration Pending

APPLICATION OF DEBTORS PURSUANT TO 28 U.S.C. § 156(c) AND DEL. BANKR. L.R. 2002-1(f) FOR AUTHORIZATION TO RETAIN AND APPOINT DELAWARE CLAIMS AGENCY LLC AS CLAIMS, NOTICING AND BALLOTING AGENT

Moll Industries, Inc. and its affiliated debtors (the “Debtors”), debtors and debtors-in-possession in the above-captioned Chapter 11 cases, hereby submit this Application (the “Application”), pursuant to 28 U.S.C. § 156(c) and the Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), for entry of an order authorizing and approving the retention and appointment of Delaware Claims Agency (“DCA”) as Claims, Noticing and Balloting Agent (“Claims and Notice Agent”). In support of this Motion, the DCA submits the Declaration of Joseph L. King in Support of the Application of Debtors Pursuant to 28 U.S.C. § 156(c) and Del. Bankr. L.R. 2002-1(f) for Authorization to Retain and Appoint Delaware Claims Agency as Claims, Noticing and Balloting Agent (the “King Declaration”). A copy of the King Declaration is attached as Exhibit A. In further support of this Motion, the Debtors state the following:

JURISDICTION

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The statutory predicate for the relief requested herein is 28 U.S.C. § 157(c), as supplemented by Bankruptcy Rule 2002(f) and

¹The Debtors are the following entities: Moll Industries, Inc.; Moll Holdings, Inc.; Moll Europe Holdings, LLC; and Moll Latin America Holdings, LLC.

Local Rule 2002-1(f). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On April 27, 2010 (the "Petition Date"), each of the Debtors filed a voluntary petition pursuant to Chapter 11 of the Bankruptcy Code commencing the above captioned cases, which the Debtors have requested be jointly administered for procedural purposes. The Debtors are operating as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

3. No committee has yet been appointed or designated.

4. The Debtors are a significant provider of global injection molding and full-service contract manufacturing solutions for the medical, appliance, industrial, consumer and automotive markets. They are also specialists in drug delivery, surgical devices, enclosures and fluid delivery products, and are 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 have registered medical device establishment with the FDA in their manufacturing facilities in Seagrove, North Carolina and Donegal, Ireland.

5. As additional background and support for this Motion, the Debtors refer this Court to the Merritt Declaration, filed contemporaneously herewith and incorporated herein by reference.

RELIEF REQUESTED

6. By this Motion, the Debtors seek entry of an order, pursuant to 28 U.S.C. § 156(c) and Local Rule 2002-1(f), authorizing and approving the retention and appointment of DCA as claims, noticing and balloting agent in this Chapter 11 case. DCA is a data processing firm that

specializes in Chapter 11 administration and related tasks, including noticing, claims processing, voting and other administrative tasks. DCA also specializes in, and has expertise in, serving as outside Claims and Notice Agent to the United States Bankruptcy Court with respect to all aspects of claims administration, including docketing and storage of claims, maintenance of claims registers, and related noticing services.

A. Scope of Services and Qualification

7. The services DCA proposes to render as Claims and Notice Agent are described in the Services Agreement, dated April 27, 2010 attached hereto as Exhibit B (the “DCA Agreement”).² Generally, upon retention, DCA will, on behalf of the Debtors and the Office of the Clerk for the U.S. Bankruptcy Court: (i) transmit certain designated notices to appropriate parties as required by the Bankruptcy Code, the Bankruptcy Rules, and the Delaware Local Rules; (ii) maintain copies of all proofs of claim and proofs of interest; (iii) maintain the official claims register; (iv) assist the Debtors with the dissemination of solicitation materials relating to any plan and ballot tabulation; and (v) other relevant administrative services.

8. The specific services which DCA can offer the Debtors include, but are not limited to, the following:

- (a) Prepare and serve required notices in these Chapter 11 cases, including:
 - (i) A notice of commencement of these Chapter 11 cases and the initial meeting of creditors under section 341 (a) of the Bankruptcy Code;
 - (i) A notice of the claims bar date;
 - (ii) Notices of objections to claims;

² The DCA Agreement is attached without pricing information. DCA maintains that its pricing list is confidential, proprietary information, which should not be publicly distributed. Additional information regarding its hourly rates can be made available to the Bankruptcy Court and the Office of the U.S. Trustee upon request.

(iii) Notices of any hearings on a disclosure statement or confirmation of a plan of reorganization and regarding any sale motions;

(iv) Notices of motions, hearings, and orders;

(v) Such other miscellaneous notices as the Debtors or the Court may deem necessary or appropriate for an orderly administration of this Chapter 11 case; and

(vi) Assist in the publication of required notices, as necessary.

(b) Within five business days after the service of a particular notice or other document, prepare for filing with the Court a declaration of service that includes (i) a copy of the notice served or, as appropriate, a description of the notice or document served, (ii) an alphabetical list of persons on whom the notice was served, along with their addresses, and (iii) the date and manner of service;

(c) Maintain copies of all proofs of claim and proofs of interest filed in this case;

(d) Maintain an official claims register in this case by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:

(i) The name and address of the claimant or interest holder and any agent thereof if the proof of claim or proof of interest was filed by an agent;

(ii) The date the proof of claim or proof of interest was received by DCA and/or the Court;

(iii) The claim number assigned to the proof of claim or proof of interest; and

(iv) The asserted amount and classification of the claim;

(e) Implement necessary security measures to ensure the completeness and integrity of the claims register;

(f) Transmit to the Clerk's Office a copy of the claims register on a monthly basis, unless requested by the Clerk's Office on a more or less frequent basis;

(g) Maintain a current mailing list for all entities that have filed proofs of claim or proofs of interest and make such list available to the Clerk's Office or any party in interest upon request;

(h) Provide access to the public for examination of copies of the proofs of claim or proofs of interest filed in this case without charge during regular business hours;

(i) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and give notice of such transfers as required by Bankruptcy Rule 3001(e);

(j) Assist the Debtors in the reconciliation and resolution of claims;

(k) Comply with applicable federal, state, municipal and local statutes, ordinances, rules, regulations, orders and other requirements;

(l) Assign temporary employees to process claims, as necessary;

(m) Promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe;

(n) Provide balloting and solicitation services, including preparing ballots, producing personalized ballots and tabulating creditor ballots; and

(o) Provide such other claims processing, noticing, balloting and related administrative services as may be requested from time to time by the Court, the Clerk's Office or the Debtors.

9. DCA has a wealth of experience in serving as Claims and Notice Agent, and is providing and has provided identical or substantially similar services to Chapter 11 debtors in other cases, including, among others, American Pad & Paper Company, DataTec Systems, Inc., DynAmerica Manufacturing, LLC, Golf America Stores, Inc., Factory 2-U Stores, Inc., and NVF Company.

B. Compensation for Services

10. In performing the services set forth above, DCA will charge the hourly rates agreed to by the Debtors, in connection with the DCA Agreement. Upon information and belief, such rates are at least as favorable as the prices DCA charges in cases in which the firm has been retained to perform similar services and are reasonable given the range of services to be provided by DCA.

11. In addition, DCA will be entitled to seek reimbursement of reasonable and necessary expenses as provided in the Agreement.

12. The Debtors request that the fees and expenses incurred by DCA in accordance with the Agreement be treated as an administrative expense of the Debtors' Chapter 11 estate and be paid by the Debtors in the ordinary course of business. DCA will submit to the United

States Trustee for this region, on a monthly basis, copies of the invoices it submits to the Debtors for services rendered.

13. Prior to the Petition Date, DCA received a retainer from the Debtors in the amount of \$5,000. DCA has drawn on the retainer for compensation for services performed and reimbursement of expenses incurred prior to the Petition Date. DCA will invoice the Debtors to replenish the retainer for post-petition services.

C. Disinterestedness

14. To the best of the Debtors knowledge, and as disclosed in the King Affidavit, neither DCA, nor any employee thereof, is connected with the Debtors, their creditors, other parties in interest, or the United States Trustee or any person employed by the Office of the United States Trustee. Moreover, to the best of the Debtors' knowledge, and as disclosed in the King Affidavit, DCA does not represent any interest adverse to the Debtors' estate with respect to any matter upon which DCA is to be engaged; DCA and its employees are not creditors, equity holders, or insiders of the Debtors; and DCA and its employees do not have any interest materially adverse to the interest of the Debtors' estate or any class of creditors or equity holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.

15. Accordingly, the Debtors submit that DCA is a "disinterested person" as that term is used in 11 U.S.C. § 101(14), as modified by § 1107(b).

16. DCA further represents that:

(a) DCA is not and will not be employed by the U.S. Government or any federal agency ("Government") and will not seek compensation from the Government;

(b) by accepting employment in this case, DCA waives any right to seek compensation from the Government;

- (c) DCA is not an agent of the Government and is not acting on behalf of the Government;
- (d) DCA will not misrepresent any fact to the public; and
- (e) DCA will not employ any past or present employees of the Debtors for work involving this case.

17. If DCA is unable to provide the services set forth in the Agreement, DCA will immediately notify the Clerk's Office, the Debtors and the Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another Claims and Notice Agent with the advice and consent of the Clerk's Office, the Debtors, and Debtors' counsel.

18. DCA will not cease providing services for any reason, including nonpayment, without prior order of this Court authorizing DCA to do so.

BASIS FOR RELIEF REQUESTED

19. Pursuant to 28 U.S.C. § 156(c),³ the Bankruptcy Court may utilize outside agents and facilities for notice purposes, provided that the costs of these facilities and services are paid for out of the assets of the Debtors' estate.

20. Moreover, Local Rule 2002-1(f) requires, in all cases with more than 200 creditors, that the debtor file a motion to retain a noticing agent on the first day of the case or within ten (10) days thereafter. Del. Bankr. L.R. 2002-1(f).

21. Given that there are well over 200 creditors and parties in interest in this case, retention of a claims agent is necessary and appropriate. Retention of DCA will relieve the

³ 28 U.S.C. § 156 (c) provides:

“Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of Title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estates....”

Clerk's Office of the burden of noticing, receiving, docketing and maintaining various pleadings in this case and ensure that proper notice is given to all parties in accordance with Federal and Local Bankruptcy Rules.

22. The Debtors further believe that retention of DCA as Claims and Notice Agent will provide a streamlined, efficient process for service of notice and ensure that parties in interest can stay apprised as to the events in the case. DCA is amply qualified to serve in this role, given its involvement in many large Chapter 11 cases and its familiarity with the due process, concerns, and notice requirements of a Chapter 11 case.

23. For all of the foregoing reasons, the Debtors believe that the retention of DCA as the Claims and Notice Agent is in the best interest of the Debtors, their estates and creditors.

NOTICE

24. Notice of this Motion has been served on (i) the Office of the United States Trustee for the District of Delaware; (ii) each of the Debtors' twenty largest unsecured creditors and/or their counsel; (iii) NexBank, SSB, as Administrative Agent and Collateral Agent for the Debtors' pre-petition secured lenders; (iv) the United States Department of Justice; (v) the Internal Revenue Service, (vi) the United States Environmental Protection Agency, and (vii) all parties that have requested special notice pursuant to Bankruptcy Rule 2002. Notice of the Motion and any order entered hereon will be served on all parties required by Local Rule 9013-1(m). Due to the urgency of the circumstances surrounding this Motion and the nature of the relief requested, the Debtors respectfully submit that no further notice of this Motion is required.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Honorable Court enter an order, in substantially the form attached hereto as Exhibit C:

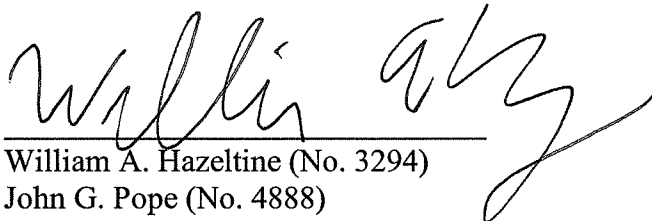
(i) authorizing the retention and appointment of DCA as claims, noticing and balloting agent to perform the services described herein;

(ii) authorizing the Debtors to compensate DCA without further order of this Court upon the terms described herein; and

(iii) granting to the Debtors such other relief as the Court deems just and proper.

Date: April 27, 2009
Wilmington, Delaware

SULLIVAN • HAZELTINE • ALLINSON LLC



William A. Hazeltine (No. 3294)
John G. Pope (No. 4888)
4 East 8th Street, Suite 400
Wilmington, DE 19801
Telephone: (302) 428-8191
Facsimile: (302) 428-8195

Proposed Attorney for the Debtors and Debtors-in-Possession

EXHIBIT A

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

IN RE:) Chapter 11
)
MOLL INDUSTRIES, INC., *et al.*¹) Case No. 10-____ ()
)
Debtors.) Joint Administration Pending

**DECLARATION OF JOSEPH L. KING IN SUPPORT OF APPLICATION OF DEBTOR
PURSUANT TO 28 U.S.C. § 156(c) AND DEL. BANK. L.R. 2002-1(f) FOR
AUTHORIZATION TO RETAIN AND APPOINT DELAWARE CLAIMS AGENCY
AS CLAIMS, NOTICING AND BALLOTING AGENT**

I, Joseph L. King, being duly sworn, depose and say:

1. I am the Vice President of Delaware Claims Agency (“DCA”), a data processing firm that specializes in Chapter 11 administration and related tasks, including noticing, claims processing, voting and other administrative tasks. DCA also specializes in, and has expertise in, serving as outside claims agent to the United States Bankruptcy Court with respect to all aspects of claims administration, including docketing and storage of claims, maintenance of claims registers, and related noticing services.

2. I submit this affidavit in support of the application (the “Application”) of Moll Industries, Inc. and its affiliated Debtors (“Moll” or the “Debtors”), the debtors and debtors-in-possession in the above-captioned cases, for entry of an order appointing DCA as claims, balloting and noticing agent in these cases (the “Claims Agent”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

3. The services DCA proposes to render as Claims Agent, at the request of the Debtor or the Bankruptcy Court Clerk’s office, are described in the Application and set forth in

¹The Debtors are the following entities: Moll Industries, Inc.; Moll Holdings, Inc.; Moll Europe Holdings, LLC; and Moll Latin America Holdings, LLC.

that certain Services Agreement, dated April 27, 2010, annexed to the Application as Exhibit B (the "DCA Agreement"), and include, but are not limited to, the following: DCA:

4. In connection with this engagement, I, and/or members of DCA under my supervision, conducted a conflict check with review of the names of all known potential parties in interest provided to us by the Debtors (the "Potential Parties in Interest") in this case. The results of this review were compiled and analyzed by DCA employees acting under my supervision.

5. To the best of my knowledge, and based on the conflict review results, neither DCA, nor any employee thereof, is connected with the Debtors, its creditors, other parties in interest, or the United States Trustee or any person employed by the Office of the United States Trustee. Moreover, after due inquiry, I have confirmed that: DCA does not represent any interest adverse to the Debtors' estate with respect to any matter upon which DCA is to be engaged; DCA and its employees are not creditors, equity holders, or insiders of the Debtors, and DCA and its employees do not have an interest materially adverse to the interest of the Debtors' estate or any class of creditors or equity holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtor, or for any other reason.

6. Accordingly, I submit that DCA is a "disinterested person" as that term is used in 11 U.S.C. § 101(14), as modified by § 1107(b).

7. As compensation for its services, DCA will charge rates comparable to those charged by other providers of similar services, as described in the DCA Agreement. I believe that such compensation is reasonable in light of the services to be performed by DCA as Claims and Noticing Agent.

8. Prior to the Petition Date, DCA received a retainer from the Debtors in the amount of \$5,000. DCA has drawn on the retainer for compensation for services performed and reimbursement of expenses incurred prior to the Petition Date. DCA will invoice the Debtors to replenish the retainer for post-petition services.

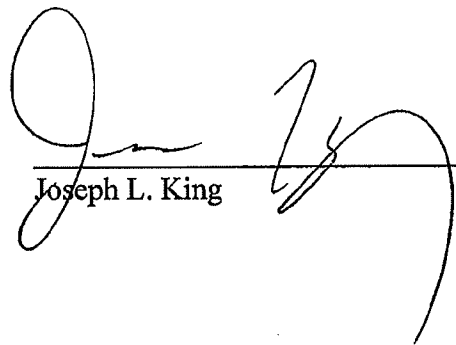
9. DCA further represents that:

10. To the extent that any information disclosed herein requires amendment or modification upon DCA's completion of additional analysis, I will submit supplemental Declarations to the Bankruptcy Court.

11. I have read the application of Debtors for an order approving the retention of DCA and, to the best of my knowledge, information and belief, the contents of said application are true and correct.

12. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 27, 2010



Joseph L. King

EXHIBIT B

DCA

"Preserving the Estate"

SERVICES AGREEMENT

The following services agreement (the "Agreement") sets forth the terms and conditions upon which Delaware Claims Agency, LLC ("DCA"), a Delaware limited liability company whose address is 230 North Market Street, PO Box 515, Wilmington, DE 19801 (Telephone: 800-838-6773) and Moll Industries, Inc. (the "Client-Debtor") whose addresses is 13455 Noel Road, Suite 1310, Dallas, TX 75240 agrees to the engagement of DCA to provide bankruptcy administrative services, as outlined herein, to the Client-Debtor.

In consideration of the promises and provisions contained in this Agreement, the Client-Debtor agrees to compensate DCA in accordance with the attached Schedule A. Subject to the approval of the United States Bankruptcy Court for the District of Delaware, DCA and the Client-Debtor hereby agree to the following terms and conditions and hereto enter into this Agreement this 27th day of April, 2010.

Terms and Conditions

1. Definitions

"Bankruptcy administrative services" - shall mean, collectively, any tasks, projects, assignments, responsibilities, obligations, and procedures related to the management of certain records for the pending bankruptcy proceedings referred to herein.

"Bankruptcy Court" - shall mean the United States Bankruptcy Court with jurisdiction to administer the pending bankruptcy proceedings referred to herein.

"Bankruptcy Court Order" - shall mean the order of the United States Bankruptcy Court approving this Agreement.

"Client-Debtor" - shall mean Moll Industries, Inc., its agents, professionals, employees, licensees, subcontractors and all debtors ordered to be jointly administered in the pending bankruptcy proceedings referred to herein.

"DCA" - shall mean Delaware Claims Agency, LLC, its agents, professionals, employees, licensees and subcontractors.

"Delinquency" - shall mean sixty (60) calendar days from the date of the act, event or occurrence described herein.

2. Term

The effective date of this Agreement shall be, after its acceptance by DCA, either (i) the date of entry on the case docket of the Bankruptcy Court Order approving this Agreement, or (ii) such date as set forth by order of the Bankruptcy Court. This Agreement shall remain in force from its effective date until either (i) a party to this Agreement exercises its rights to effect suspension or termination as provided herein or (ii) by order of the Bankruptcy Court.

DCA

"Preserving the Estate"

3. Services

a. DCA agrees to provide the Client-Debtor with bankruptcy administrative services consistent with those required during pending bankruptcy proceedings. Details of the bankruptcy administrative services anticipated to be performed are described on the attached Schedule A. DCA further agrees to provide the Client-Debtor, and the Client-Debtor agrees to accept, the advising, consulting, evaluating, and programming necessary to perform bankruptcy administrative services. To the extent that Schedule A does not include services requested by the Client-Debtor, or those required by the Bankruptcy Court, DCA further agrees to render such services subject to the attached Schedule A, provided such services do not extend beyond the scope or normal business practice of DCA.

b. If the Client-Debtor is a public company with registered securities, Client-Debtor agrees that DCA may retain the services of professionals experienced in the specific field of security holder noticing, solicitation and balloting. DCA must provide the Client-Debtor with a pricing and terms proposal from any professional sought to be retained. DCA agrees not to retain such professionals without the expressed consent of the Client-Debtor. Client-Debtor agrees that all charges incurred from the services of such professionals are separate from the attached Schedule A, but hereby included in the terms of paragraph 4 herein.

4. Charges

a. Client-Debtor agrees to timely pay DCA all charges related to this Agreement for professional labor, expenses and services rendered as set forth in the attached Schedule A. DCA agrees to issue monthly invoices to Client-Debtor for charges incurred during the proceeding month for professional labor, expenses and services rendered. Client-Debtor agrees that any and all invoices issued are due and payable upon receipt. In the event of suspension or termination of this Agreement, charges attributed to a monthly base fee shall be pro-rated based on a thirty (30) day calendar month. Client-Debtor shall remain liable for all charges incurred up to and including the date of suspension or termination. In the event any invoice remains unpaid as of thirty (30) days from the date of the invoice, Client-Debtor agrees to pay a late fee calculated as one percent (1%) per month on the remaining unpaid balance accrued from the date of the invoice. In the event of the Client-Debtor's delinquency to remit payment for charges invoiced, DCA reserves the right to petition the Bankruptcy Court for remedies and such further relief as determined by the Bankruptcy Court.

b. In the case of a dispute of any charges appearing on any invoice, Client-Debtor shall give notice to DCA within ten (10) business days of the date of the invoice. Client-Debtor agrees to accompany the notice with a statement identifying the specific charges disputed and a reasonable account for the dispute. Charges identified by the Client-Debtor as in dispute shall not accrue late charges as described herein. Any undisputed charges remaining on an invoice shall continue to be due and payable under the terms set forth above. Any unresolved disputes related to the charges incurred for professional labor, expenses and services rendered shall be brought before the Bankruptcy Court for final determination.

c. Client-Debtor agrees to timely pay DCA for all reasonable and necessary out-of-pocket expenses incurred in performance of this Agreement. Reasonable out-of-pocket expenses may include but are not limited to those for travel, transportation, lodging, meals, communications, postage, and supplies. DCA agrees that all expenses related to travel outside of a one-hundred (100) mile radius of DCA's offices must be approved in advance by Client-Debtor. DCA shall provide Client-Debtor with monthly invoices setting forth in reasonable detail the nature and amounts of such expenses. Upon the request of the Client-Debtor, DCA shall provide receipts, invoices and other statements to evidence the nature and amounts of expenses incurred.

d. In addition to the charges related to this Agreement for professional labor, expenses and services rendered, Client-Debtor agrees to pay or reimburse DCA for all federal, state and local taxes applicable to this Agreement however levied, which are not otherwise the obligation of DCA to collect and pay to taxing authorities. Such taxes specifically do not include personal property taxes or taxes based on net income, but may include without limitation, sales, use and excise taxes.

DCA

"Preserving the Estate"

e. In addition to the charges related to this Agreement for professional labor, expenses and services rendered, Client-Debtor agrees to pay any charges incurred, subject to the attached Schedule A, related to or arising out of any error or omission created on behalf of the Client-Debtor.

f. To the extent that the attached Schedule A does not include services requested by the Client-Debtor, or those required by the Bankruptcy Court, and DCA further agrees to render such services, DCA shall apply charges consistent with the rates set forth and provided for in Schedule A.

g. Upon the effective date of this Agreement as defined in Section 2 hereof, Client-Debtor shall immediately issue DCA a retainer payment in the amount of \$5,000.00 to be held in escrow and applied against the final and closing invoice issued by DCA to the Client-Debtor. In the event Client-Debtor fails to issue the retainer payment or DCA does not receive the retainer payment within fifteen (15) business days of the effective date of this Agreement, DCA reserves the right to suspend or terminate this Agreement as provided herein.

5. Suspension or Termination

a. In the event of either (i) the Client-Debtor's delinquency in payment of charges due and owing as provided in Section 4(a) herein, or (ii) the Client-Debtor's failure to remit the retainer payment as provided for in Section 4(g) herein, DCA reserves the right to request the Bankruptcy Court for immediate suspension of performance of this Agreement. In the event that performance of this Agreement has been suspended due to the occurrence of one of the above conditions, resumption of performance of this Agreement is contingent upon resolution of that condition. Any unresolved matters related to the suspension of performance of this Agreement shall be brought before the Bankruptcy Court for final determination.

b. This Agreement may be terminated by the Client-Debtor, without cause, upon written notice to DCA. The termination shall be effective thirty (30) days from the date of receipt of the written notice by DCA. Client-Debtor shall be liable for all charges incurred up to and including the date of termination.

c. DCA may terminate this Agreement only upon leave from the Bankruptcy Court. DCA reserves the right to request the Bankruptcy Court at any time for an immediate order terminating this Agreement. The effective date of the termination by DCA shall be determined by order of the Bankruptcy Court.

6. Confidentiality

a. DCA acknowledges that this Agreement may be entered into by the parties prior to the Client-Debtor's filing for relief under the United States Bankruptcy Code. In the event this Agreement is entered into prior to the filing of a petition for bankruptcy, DCA agrees not to disclose to any person or third party the nature of this Agreement, the relationship with the Client-Debtor or the Client-Debtor's corporate status.

b. DCA acknowledges its responsibility for confidentiality of the Client-Debtor's records. DCA agrees to exercise reasonable care to preserve the Client-Debtor's confidentiality regarding records. Client-Debtor acknowledges that DCA is subject to the Bankruptcy Court's request for records and other information with respect to the Client-Debtor's pending bankruptcy proceedings. Client-Debtor agrees that DCA's responsibility to preserve confidentiality does not extend to (i) information that is in the public domain at the time of the disclosure to DCA, (ii) information that is considered of public record for the purposes of administrating the pending bankruptcy proceedings, (iii) information DCA receives about the Client-Debtor from third parties and (iv) information which is required to be disclosed or produced pursuant to any court order.

c. Client-Debtor agrees that the obligation of DCA to preserve confidentiality expires on three (3) years from the date of termination of this Agreement.

DCA

"Preserving the Estate"

d. Client-Debtor agrees to preserve the confidentiality of all systems, methods, procedures, software, applications and technology operated by DCA in the course of performing bankruptcy administrative services under the terms of this Agreement.

7. Title, Property and Rights of Ownership

a. Client-Debtor agrees that DCA reserves all title, property and rights to ownership without limitation to all materials, publications, routines, methods, systems, procedures, software, applications, programs and other proprietary interests necessary to perform bankruptcy administrative services under the terms of this Agreement.

b. Client-Debtor agrees that payments received for professional labor, expenses and services rendered do not vest Client-Debtor with any rights to the materials, publications, routines, methods, systems, procedures, software, applications, programs and other proprietary interests of DCA.

c. Client-Debtor agrees that without limitation any materials, publications, routines, methods, systems, procedures, software, applications, and programs related to bankruptcy administrative services developed or enhanced by DCA during the course of this Agreement shall be the exclusive property of DCA.

d. DCA agrees that all data, reports and other tangible work product produced by DCA specifically on behalf of, or at the request of the Client-Debtor during the course of this Agreement shall be deemed Client-Debtor's property.

8. Delivery of Data

Client-Debtor agrees that all data, records, files, reports and other information provided to DCA for performance under this Agreement shall be transported or delivered at the risk, liability and expense of the Client-Debtor. In the event the Client-Debtor fails to deliver any data, records, files, reports or other information in accordance with any proposed and agreed upon schedule, Client-Debtor agrees that DCA may extend, as necessary, the performance of the related bankruptcy administrative services. Client-Debtor further agrees that performance of bankruptcy administrative services may be extended or delayed as a result of either (i) federal holidays and other closures affecting the Bankruptcy Court or (ii) holidays, events and occasions related to the corporate operations of DCA.

9. Warranty

a. DCA agrees to provide a good faith and diligent effort to minimize charges and expenses incurred as the result of errors or omissions created on the behalf of DCA. In the event DCA discovers errors or omissions made on its behalf, DCA accordingly agrees to reasonably adjust all charges and expenses related to or arising out of such errors or omissions and to report them to the Client-Debtor.

b. Client-Debtor agrees that DCA is a repository for certain raw bankruptcy data accumulated during the course of the Client-Debtor's case. Client-Debtor agrees that any such reports of raw bankruptcy data supplied by DCA to the Client-Debtor or its counsel are done so purely as a convenience. Client-Debtor agrees that DCA is not engaged in rendering legal, accounting or other professionals services for which the reports may be relied upon.

c. Client-Debtor agrees that DCA shall not be liable for non-performance or delay of performance of this Agreement if such non-performance or delay arises out of conditions or causes beyond the control of DCA. Such conditions or causes include, but are not limited to, acts of God or public enemy, war, fire, flood, loss of power, mechanical failure, electrical failure, technical failure or governmental order.

DCA

"Preserving the Estate"

d. Client-Debtor agrees that DCA provides the limited warranty contained herein in lieu of all warranties, expressed or implied, including but not limited to, any implied warranty of merchantability, fitness or adequacy for any particular purpose, use, quality, productiveness or capacity.

10. Limitations of Liability and Indemnification

a. Client-Debtor agrees that it is solely responsible for, without limitation, the accuracy of all data, records, files, and materials submitted to DCA for bankruptcy administrative services performed under this Agreement.

b. Client-Debtor agrees to indemnify and hold harmless DCA from and against any losses, claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees and expenses) other than willful misconduct, gross negligence and bad faith which Client-Debtor may incur as a result of (i) any error in data, records, files, reports, materials or information furnished to DCA, on behalf of the Client-Debtor, required or necessary to perform under this Agreement or (ii) action taken by DCA in good faith or with reliance upon instructions received from the Client-Debtor, for services in connection with, related to or arising out of this Agreement.

11. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the state of Delaware.

12. General

a. This Agreement may not be amended, altered, or modified without the express written consent of an authorized representative of both parties.

b. This Agreement, together with all of the rights and duties provided for herein shall not be assigned without the express written consent of an authorized representative of both parties.

c. This Agreement shall be subject to the approval of the United States Bankruptcy Court for the District of Delaware.

13. Notices

All notices in connection with, related to or arising under this Agreement shall be given or made upon the respective parties in writing and forwarded to the appropriate addresses that follow:

If to DCA:

Delaware Claims Agency, LLC
Attn: Joseph L. King
230 North Market Street, 2nd Floor
PO Box 515
Wilmington, DE 19899-0575
Phone - (302) 658-1067
Fax - (302) 658-9167

DCA

"Preserving the Estate"

If to Client-Debtor: Moll Industries, Inc.
13455 Noel Road, Suite 1310
Dallas, TX 75240

With a copy to:

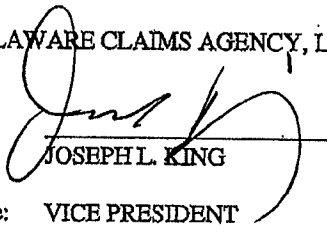
William A. Hazeltine
Sullivan • Hazeltine • Allinson LLC
4 East 8th Street, Suite 400
Wilmington, DE 19801

The parties do hereby acknowledge that they have examined this Agreement, understand it and agree to be bound by its terms and conditions. The parties further agree that this Agreement exists as their exclusive and superseding statement regarding the engagement of Delaware Claims Agency, LLC to provide bankruptcy administration services to Moll Industries, Inc.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

DELAWARE CLAIMS AGENCY, LLC

By:


JOSEPH L. KING


Title: VICE PRESIDENT

Date:

4/27/10

MOLL INDUSTRIES, INC.

By:


JEFFREY MERRITT

Title: CHIEF RESTRUCTURING OFFICER

Date:

4/27/10

EXHIBIT C

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

IIN RE:)	Chapter 11
)	
MOLL INDUSTRIES, INC., <i>et al.</i> , ¹)	Case No. 10-_____ ()
)	
Debtors.)	Joint Administration Pending
)	
)	Related D. I. No. 5

**ORDER PURSUANT TO 28 U.S.C. § 156(c) AND DEL. BANKR.
LR 2002-1(f) AUTHORIZING THE DEBTOR TO RETAIN
AND APPOINT DELAWARE CLAIMS AGENCY LLC
AS CLAIMS, NOTICING AND BALLOTING AGENT**

Upon consideration of the Application of Moll Industries, Inc. and its affiliated debtors (the “Debtors”), debtors and debtors-in-possession, pursuant to Section 156(c) of Title 28 of the United States Code and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware, for authorization to retain Delaware Claims Agency LLC (“DCA”) as noticing, balloting and claims agent in this case (the “Application”), all as more fully set forth in the Application; and upon consideration of the *Declaration of Joseph L. King in Support of the Application of Debtors Pursuant to 28 U.S.C. § 156(c) and Del. Bankr. L.R. 2002-1(f) for Authorization to Retain and Appoint Delaware Claims Agency as Claims, Noticing and Balloting Agent*; and the Court finding that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and (c) notice of the Application was due and proper under the circumstances; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates and

¹ The Debtors are the following entities: Moll Industries, Inc.; Moll Holdings, Inc.; Moll Europe Holdings, LLC; and Moll Latin America Holdings, LLC.

creditors; and after due deliberation; and good and sufficient cause appearing therefore, it is hereby:

FOUND, that DCA represents no interest adverse to the Debtors' estate that would disqualify DCA from serving as claims, noticing and balloting agent for the Debtors in this case; and it is further

FOUND, that DCA is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code; and it is further

FOUND, that retention of DCA for the purposes described in the Application is in the best interest of the Debtors, their estates, creditors and interest holders; and it is therefore

ORDERED that:

1. This Application is GRANTED in all respects.
2. The Debtors are authorized to retain and employ DCA as its Claims and Noticing Agent,² for the purposes set forth in the Application and in the DCA Agreement, effective as of the commencement of these Chapter 11 cases.
3. DCA is designated as the authorized repository for all proofs of claims filed in the Chapter 11 cases and is authorized and directed to maintain an official claims register for the Debtors and to provide the Clerk's Office a certified duplicate thereof on a monthly basis, unless otherwise directed by the Clerk's Office.
4. The Debtors are authorized to compensate DCA on a monthly basis, without further Order of this Court, in accordance with the DCA Agreement upon the receipt of reasonably detailed invoices (which will be provided to the Debtor, any statutory committee

² Unless it is plainly apparent from the context that another meaning is intended, all capitalized terms not otherwise defined shall have the meanings ascribed to them in the Motion.

appointed in the Debtors' Chapter 11 cases ("Committee") and the Office of the U.S. Trustee for the District of Delaware) setting forth the services provided by DCA in the prior month and the rates charged for each, and to reimburse DCA for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation and without the necessity for DCA to file an application for compensation or reimbursement with the Court, provided that the Debtors, any Committee, and the U.S. Trustee shall have ten (10) days to review and object to invoices prior to payment.

5. DCA shall continue to serve as Claims and Noticing Agent in this case, and shall continue to be paid for its services in this capacity under the terms set forth herein, in the Motion, and in the DCA Agreement, until relieved of such duties by order of the Court. DCA shall not cease providing services for any reason, including nonpayment, without prior order of this Court authorizing DCA to do so.

6. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

Dated: April ____, 2010
Wilmington, Delaware

UNITED STATE BANKRUPTCY JUDGE

File a First Day Motion:10-11371 Moll Industries, Inc.

Type: bk

Chapter: 11 v

Office: 1 (Delaware)

Assets: y

Case Flag: PlnDue, DsclsDue

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

Notice of Electronic Filing

The following transaction was received from William A. Hazeltine entered on 4/27/2010 at 3:49 PM EDT and filed on 4/27/2010

Case Name: Moll Industries, Inc.**Case Number:** 10-11371**Document Number:** 5**Docket Text:**

Application to Appoint Claims/Noticing Agent DELAWARE CLAIMS AGENCY, LLC (DCA) Filed By Moll Industries, Inc. (Hazeltine, William)

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

Document description:Main Document**Original filename:**C:\fakepath\DCA Application.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=983460418 [Date=4/27/2010] [FileNumber=8394973-0]
[5e0098cb1d4500981ec046f4344be3c9950ba5df849df2ec275f494d1c0c7468aec6
60e84100be64a03359362307db58187a61a0e0f40d76b0595e881a112119]]

10-11371 Notice will be electronically mailed to:

William A. Hazeltine on behalf of Debtor Moll Industries, Inc.
Bankruptcy001@sha-llc.com

United States Trustee
USTPREGION03.WL.ECF@USDOJ.GOV

10-11371 Notice will not be electronically mailed to: