

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

IN RE:	)	Chapter 11
	)	
MOLL INDUSTRIES, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 10-11371 (MFW)
	)	
Debtors.	)	Joint Administration Pending
	)	
	)	<b>Related D. I. No. 5</b>

**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

<sup>1</sup> 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,<sup>2</sup> 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

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<sup>2</sup> 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 29, 2010  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE BRENDAN L. SHANNON  
UNITED STATE BANKRUPTCY JUDGE

# Exhibit 1

April 27, 2010

To: Provider  
Address

Dear Provider:

As you may be aware, on April 27, 2010 (the "Petition Date"), Moll Industries, Inc. together with certain of its affiliates (collectively, the "Debtors"), filed voluntary petitions under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (The "Bankruptcy Cases" and the "Bankruptcy Court," respectively). On the Petition Date, the Debtors requested that the Bankruptcy Court's authority to pay certain vendors, suppliers and service providers (the "Providers") in recognition of, among other things, the importance of our relationship with such Providers and our desire that the Bankruptcy Cases have as little effect on our business as possible. On April \_\_\_\_\_, 2010, the Bankruptcy Court entered an order (the "Order") authorizing the Debtors, under certain conditions, to pay pre-bankruptcy claims of certain Providers that agree to the terms set forth below and to be bound by the terms of the Order.<sup>1</sup> A copy of the Order is enclosed.

To receive payment on pre-bankruptcy claims, we require each selected Provider to agree to continue supplying goods or services to the Debtors based on "Customary Trade Terms" as described in the Order and this agreement (the "Agreement"). In the Order, Customary Trade Terms are defined as the normal and customary trade terms, practices and programs (including, but not limited to, credit limits, historical pricing conventions, cash discounts, payment terms, allowances, rebates, normal product mix and availability and other applicable terms and programs) which were most favorable to the Debtors and in effect between such Provider and the Debtors on a historical basis for the period within 180 days of the Petition Date (the "Prepetition Trade Terms"), or such other trade terms as we mutually agree.

For purposes of administration of this program as authorized by the Bankruptcy Court, the Debtors and you agree as follows:

1. Subject to the below, the estimated balance of the prepetition claim (net of any setoffs, credits or discounts) (the "Claim") is \$ \_\_\_\_\_. Your Claim does not constitute a claim allowed by the Court in the Bankruptcy Cases, and signing this Trade Agreement does not excuse you from any requirement of filing a proof of claim in the Bankruptcy Cases, including, without limitation, for any portion of your Trade Claim not paid in accordance with this Agreement.
2. Within ten (10) days of the date of this agreement, the Debtors shall pay to you \$ \_\_\_\_\_ on account of your Claim.

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<sup>1</sup> The parties agree that the effectiveness of this Agreement is expressly conditioned upon entry of the Order by the Bankruptcy Court. To the extent the Order has not been entered by the Bankruptcy Court upon execution of this Agreement, this Agreement shall become immediately effective upon entry of the Order.

3. In consideration for the obligations and payment terms described herein, you agree not to file, perfect or otherwise assert against any or all of the Debtors, their estates or any other person or entity or any of their respective assets or property (real or personal) any lien (a "Lien") or claim for reclamation ("Reclamation Claim") or claim under Section 503(b)(9) of the Bankruptcy Code ("503(b)(9) Claim"), regardless of the statute or other legal authority upon which such Lien, Reclamation Claim or 503(b)(9) Claim may be asserted, related in any way to any remaining prepetition amounts allegedly owed to you by the Debtors prior to the Petition Date and, to the extent you already obtained or otherwise asserted such a Lien, Reclamation Claim or 503(b)(9) Claim, you shall (at your expense) immediately take whatever actions are necessary to remove such Lien or withdraw such Reclamation Claim or 503(b)(9) Claim.
4. You will hereafter extend to the Debtors Customary Trade Terms, which are:

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Your execution of this Letter Agreement and the return of the same to the Debtors constitutes an agreement by you and the Debtors:

- a. to the Customary Trade Terms and, subject to the reservations contained in the Order, to the amount of your Claim set forth above;
- b. that you will continue to supply the Debtors with goods pursuant to the terms hereof and that the Debtors will pay for such goods in accordance with terms hereof;
- c. that you have reviewed the terms and provisions of the Order and acknowledge that you are bound by such terms;
- d. that you will not separately seek payment for reclamation or similar claims outside the terms of the Order;
- e. that the payment of the portion of your Claim as set forth herein shall be applied first to the payment of goods received by the Debtors within 20 days prior to the Petition Date;
- f. that if you refuse to supply goods in accordance with the Customary Trade Terms or this Agreement, any payments received by you on account of your Claim will be deemed to have been in payment of postpetition obligations owed to you and the Debtors may seek repayment from you for amounts paid to you that exceed the undisputed amounts owed on account of post-petition product or services you provided without giving effect to any rights of setoff, recoupment, claims, defenses, provisions for payment of reclamation or trust fund claims, or otherwise.

- g. to the extent there exists any contract between the Debtors and you that contains a right of termination based on the Debtors' bankruptcy, insolvency, or other similar conditions, you agree to waive the filing of bankruptcy by or the insolvency or other similar conditions of the Debtors as a termination right under those contracts for the duration of the Supplier Protection Agreement. All other default, suspension, and termination provisions in such contracts shall remain in effect, subject to applicable provisions of the Bankruptcy Code.

The Debtors and you also hereby agree that any dispute with respect to this Agreement, the Order or the payment of your Trade Claim, in whole or in part, shall be determined by the Bankruptcy Court.

If you have any questions about this Agreement or our financial restructuring, please do not hesitate to call \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

Moll Industries, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted by:

[Name of Provider]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_