

**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)
	)	Joint Administration Pending
Debtors.	)	<b>Related Docket No. 8 and 30 + 76</b>

**FINAL ORDER GRANTING MOTION OF THE DEBTORS FOR ORDER  
PURSUANT TO SECTIONS 105, 361, 362, 363, 364, 1107 AND 1108 OF THE  
BANKRUPTCY CODE AUTHORIZING DEBTORS TO (I) MAINTAIN  
EXISTING INSURANCE POLICIES AND PAY ALL POLICY PREMIUMS  
ARISING THEREUNDER OR IN CONNECTION THEREWITH  
AND (II) CONTINUE INSURANCE PREMIUM FINANCING  
PROGRAMS AND PAY INSURANCE PREMIUM FINANCING  
OBLIGATIONS ARISING THEREUNDER OR IN CONNECTION THEREWITH**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the Debtors for an order, under sections 105, 361, 362, 363, 364, 1107 and 1108 of the Bankruptcy Code and Bankruptcy Rule 6003, authorizing the Debtors to (i) maintain their existing insurance policies and pay all policy premiums arising thereunder or in connection therewith and (ii) continue their insurance premium financing programs and pay insurance premium financing obligations arising thereunder or in connection therewith; and upon consideration of the Declaration of Jeffrey C. Merrill in Support of First Day Motions and Applications; 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 Motion was due and proper under the circumstances; and it appearing that the relief requested in the Motion is in

---

<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.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

the best interests of the Debtors, their estates and creditors; and after due deliberation, and good and sufficient cause appearing therefore, it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is GRANTED to the extent set forth herein.
2. The Debtors are authorized, but not directed, to maintain and continue to make all postpetition payments (including postpetition fees and premiums) with respect to the Insurance Policies and the Premium Finance Agreement on an uninterrupted basis.
3. Other than with respect to the Travelers Note, the Debtors are authorized, but not directed, to pay any prepetition premiums and deductibles related to the Insurance Policies and/or the Premium Financing Arrangements, in an amount up to a maximum of \$15,000, to the extent that the Debtors determine, in their discretion, that such payment is necessary to avoid cancellation, default, alteration, assignment, attachment, lapse or any form of impairment to the coverage, benefits or proceeds provided under the Insurance Policies.
4. The Debtors are authorized, but not directed, to maintain and continue on an uninterrupted basis the Debtors' prepetition practices with respect to the Insurance Policies and the Premium Financing Arrangements, including the payment of the premiums due on the Premium Financing Arrangements, and to enter into new Insurance Policies and Premium Financing Arrangements in the exercise of their business judgment.
5. The Debtors are authorized, but not directed, to pay the installments due pursuant to the Travelers Note up to a maximum amount of \$56,000 as they become due to the extent that the Debtors determine, in their discretion, that such payment is necessary to avoid

cancellation, default, alteration, assignment, attachment, lapse or any form of impairment to the coverage, benefits or proceeds provided under the Insurance Policies.

6. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

7. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Order, shall be deemed an assumption of any executory contract arising out of an existing financing program, agreement, or contract, or otherwise shall constitute a waiver of the Debtors' rights under section 365 of the Bankruptcy Code or an admission by the Debtors that any such financing program, agreement or contract constitutes an executory contract within the meaning of section 365 of the Bankruptcy Code.

8. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Order, shall be deemed an admission as to the validity of the underlying obligations or a waiver of any rights the Debtors may have to subsequently dispute such obligation on any ground that applicable law permits.

9. The Debtors, their officers, employees and agents are authorized to take or refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein.

10. Notwithstanding anything to the contrary herein, any payment made pursuant to this Order shall be subject to any requirements imposed on the Debtors under any order entered by the Court with respect to the use of cash collateral.

11. Notwithstanding the possible applicability of Bankruptcy Rules 6004, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. The Court shall retain jurisdiction over any matters arising from or related to the implementation or interpretation of this Order.

Dated: May 24, 2010  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE