

**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. 133

**ORDER (I) (A) APPROVING SALE PROCEDURES IN CONNECTION
WITH SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS,
(B) SCHEDULING AN AUCTION AND HEARING TO APPROVE THE
TRANSACTION AND APPROVING THE FORM AND MANNER OF NOTICE
THEREOF, AND (C) ESTABLISHING PROCEDURES RELATING TO THE
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

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

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).

U.S.C. §157; and adequate notice of the Sale Procedures Motion and opportunity for objection having been given; and a hearing on the Sale Procedures Motion having been held on June 21, 2010 (the "Hearing"); and the Court having considered the offers of proof, evidence presented and statements of counsel at the Hearing; and all of the objections to the relief requested in the Sale Procedures Motion having been withdrawn, resolved, or overruled by the Court; and it appearing that no other notice need be given; and after a due deliberation and sufficient cause appearing therefore:

THE COURT HEREBY FINDS THAT:²

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

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

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

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

D. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Sale Procedures Motion regarding the sales process, including, without limitation, (i) approval of the Sale Procedures;³ (ii) determination of final Cure Amounts in the manner described herein; and (iii) approval and authorization to serve the Sale Notice and Cure Notice.

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

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

G. The Cure Notice, and the service thereof, is reasonably calculated to provide all counterparties to potential Assigned Contracts with proper notice of the potential assumption and assignment of their executory contract(s) or unexpired lease(s) and any Cure Amounts relating thereto; and it is therefore

ORDERED THAT:

1. The Sale Procedures Motion is granted as set forth herein.
2. All objections to the relief requested in the Sale Procedures Motion that have not been withdrawn, waived or settled as announced in the Court at the hearing on the Sale Procedures Motion or by stipulation filed with the Court, are overruled except as otherwise set forth herein.
3. The Sale Notice substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Order: (a) is hereby approved; and (b)

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

shall be served on or before June 25, 2010 upon (i) the Office of the United States Trustee, (ii) counsel to the Committee; (iii) counsel to NexBank; (iv) the Debtors' prepetition secured lenders; (v) the Debtors' 20 largest creditors; (vi) all taxing authorities having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service; (vii) the United States Department of Justice; (viii) all parties that have requested special notice pursuant to Bankruptcy Rule 2002; (ix) all Persons known or reasonably believed to have asserted a Lien on any of the Acquired Assets; (x) the counterparties to each of the Debtors contracts and leases that may be an Assigned Contract; (xi) all Persons known or reasonably believed to have expressed a bona fide interest in acquiring the Acquired Assets; (xii) the Attorneys General in the States where the Acquired Assets are located; (xiii) the Environmental Protection Agency and (xiv) any applicable state environmental agency (collectively, the "Notice Parties").

4. The Cure Notice substantially in the form attached hereto as Exhibit 2 and incorporated herein by reference as if fully set forth in this Order: (a) is hereby approved; and (b) shall be served no later than June 25, 2010 upon all counterparties to executory contracts and unexpired leases that may be Assigned Contracts.

5. The Sale Procedures attached hereto as Exhibit 3, and incorporated herein by reference as if fully set forth in this Order, are hereby approved. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Sale Procedures. The Debtors shall comply with Paragraph 2 of the Sale Procedures with regard to the Marketing Process.

6. As further described in the Sale Procedures, the Debtors shall conduct the Auction on August 20, 2010 if a Qualifying Bid (as defined in the Sale Procedures) is timely received.

7. Any non-debtor counterparties to executory contracts and unexpired leases listed on the exhibit to be attached to the Cure Notice that wish to obtain information regarding

adequate assurance of future performance regarding any of the Qualified Bidders must notify Debtors counsel, Sullivan Hazeltine Allinson LLC, 4 East 8th Street, Suite 400, Wilmington, DE 19801, Attn: William A. Hazeltine, Esq., Telephone: (302) 428,8191, Facsimile: (302) 428-8195, E-mail: whazeltine@sha-llc.com (the "Request for Adequate Assurance Information"). The Request for Adequate Assurance Information must include an email address and/or postal address to which a response to such request can be sent.

8. If a counterparty to an Assigned Contract submits a Request for Adequate Assurance Information, the Debtors shall serve such counterparty with any information relating to adequate assurance of future performance provided by Qualified Bidders as provided in the Sales Procedures by the later of (i) August 13, 2010 and (ii) one business day after receipt of the Request for Adequate Assurance Information.

9. The Sale Hearing will be conducted on **August 25, 2010 at 2:00 p.m. prevailing Eastern Time**. At the Sale Hearing, the Debtors will seek entry of an order, among other things, (a) approving and authorizing the sale of the Acquired Assets to the Prevailing Bidder(s) at the Auction, on terms and conditions consistent with the submitted APA, as may be amended and modified (the "Asset Sale") and (b) authorizing the assumption and assignment of the Assigned Contracts. The Sale Hearing may be adjourned or rescheduled without notice other than by announcement of the adjourned date at the Sale Hearing.

10. Objections, if any, to the Sale Motion as it relates to the sale of the Acquired Assets and proposed Cure Amounts (but not assumption and assignment of the Assigned Contracts) must (a) be in writing; (b) state with specificity the nature of such objection and, with respect to an objection to a proposed Cure Amount, the alleged Cure Amount (with appropriate documentation in support thereof); (c) comply with the Federal Rules of Bankruptcy Procedure

and the Local Bankruptcy Rules of this Court; and (d) be filed with this Court and served upon (so as to be **received** by) the following parties (collectively, the “**Objection Notice Parties**”) on or before **4:00 p.m. (prevailing Eastern Time) on August 18, 2010** (the “**Objection Deadline**”):

- (i) Moll Industries, Inc., c/o Jeffrey Merritt, CRO, 13455 Noel Road, Suite 2250, Dallas, TX 75240;
- (ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 4 East 8th Street, Suite 400, Wilmington, DE, 19801, Attn: William A. Hazeltine (whazeltine@sha-llc.com);
- (iii) Counsel to the Committee, Womble, Carlyle, Sandridge & Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE, 19801, Attn: Mark L. Desgrosseilliers (mdessgrosseilliers@wcsr.com) and Michael Busenkell (mbusenkell@wcsr.com);
- (iv) Counsel to NexBank, S.S.B., Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219, Attn: Mark X. Mullin (mark.mullin@haynesboone.com) and Duane Morris, LLP, 1100 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Richard W. Riley, Esquire (rriley@duanemorris.com); and
- (v) The Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David L. Buchbinder, Esquire.

11. Except as may otherwise be agreed to between the non-debtor counterparty to an Assigned Contract and the Prevailing Bidder(s), on the Closing Date, the Debtors and/or the Prevailing Bidder(s) shall cure those defaults under the Assigned Contracts that need to be cured in accordance with Section 365(b) of the Bankruptcy Code by (a) payment of the undisputed Cure Amounts, and/or (b) reserving amounts with respect to the disputed Cure Amounts. In the event of a dispute regarding the Cure Amount, any payments required, following entry of a final order resolving such dispute, shall be made as soon as practicable thereafter. If no objection is timely received, the Cure Amount set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any Assigned Contract or other documents as of the

date of the Cure Notice. The hearing on any objections to Cure Amounts may, at the Debtors discretion, (i) be heard at the Sale Hearing or (ii) continued to a subsequent hearing.

12. Objections, if any, to the proposed assumption and assignment of the Assigned Contracts other than objections to proposed Cure Amounts, including, but not limited to, objections relating to adequate assurances of future performance, must be filed with the Court and served upon (so as to be received by) the Notice Parties **on or before 12:00 p.m. (prevailing Eastern Time) on August 23, 2010** (the "Assigned Contracts Objection Deadline"). If an Objection to the proposed assumption and assignment of the Assigned Contracts is filed by the Assigned Contracts Objection Deadline, the hearing with respect to such Objection may be heard at the Sale Hearing or may be continued to a subsequent hearing date with the consent of the Prevailing Bidder(s), the Debtors and the objecting party. Notwithstanding the foregoing, if Medrad, Inc. ("Medrad") objects to the proposed assumption and assignment of its contract, unless the Prevailing Bidder(s), the Debtors and Medrad agree to go forward with the Objection at the Sale Hearing, a hearing on the Objection will be scheduled within ten days, subject to the Court's calendar.

13. Any party failing to timely file an objection to a Cure Amount by the Objection Deadline or the proposed assumption and assignment of an Assigned Contract by the Assigned Contracts Objection Deadline shall be forever barred from objecting to such Cure Amount and from asserting any additional cure or other amounts against the Debtors, their estates, or the Prevailing Bidder(s) with respect to its executory contract(s) or unexpired lease(s) and will be deemed to consent to the proposed assumption and assignment of its executory contract(s) or unexpired lease(s).

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

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

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

DATED: June 13, 2010



THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

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

IN RE:) Chapter 11
MOLL INDUSTRIES, INC., *et al.*,¹) Case No. 10-11371 (MFW)
) Jointly Administered
Debtors.) Objection Deadline: August 18, 2010 at 4:00 p.m.
) (Sale of Acquired Assets and Cure Amounts)
) Objection Deadline: August 23, 2010 at Noon
) (Assumption and assignment of Assigned Contracts)
) Hearing Date: August 25, 2010 at 2:00 p.m.

NOTICE OF AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that on June 11, 2010, Moll Industries, Inc., and its affiliated debtors (the “Debtors”) filed with the United States Bankruptcy Court, District of Delaware (the “Bankruptcy Court”) the *Debtors’ Motion for Entry of (I) An Order (A) Approving Sale Procedures in Connection With Sale of Substantially All of the Debtors’ Assets, (B) Scheduling an Auction and Hearing to Approve the Transaction and Approving the Form and Manner of Notice Thereof, and (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts* (the “Sale Procedures Motion”) (Docket No.133).

PLEASE TAKE FURTHER NOTICE that, on June 11, 2010, the Debtors filed with the Bankruptcy Court the *Debtors Motion for an Order (a) Approving the Sale of Substantially all of the Debtors Assets, (b) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (c) Granting Certain Related Relief* (the “Sale Motion”) (Docket No. 137)².

PLEASE TAKE FURTHER NOTICE that, on June ____, 2010, the Bankruptcy Court entered an order granting the Sale Procedures Motion (the “Sale Procedures Order”) (Docket No. __), which, among other things, establishes sale procedures (the “Sale Procedures”) that govern the manner in which substantially all of the Debtors’ assets (the “Acquired Assets”) are to be sold pursuant to the Sale Motion (the “Asset Sale”).

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

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Sale Procedures Order, the Debtor may conduct an auction (the “Auction”) on **August 20, 2010 at**

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 defined herein, capitalized terms shall have the meaning ascribed to them in the Motion.

10:00 a.m. EDT (the "Auction Date") at the offices of undersigned counsel for the Debtors or at such other place as designated by the Debtors. Only parties that have submitted a Qualifying Bid (as defined in the Sale Procedures attached as Exhibit 3 to the Sale Procedures Order) in accordance with the Sale Procedures will be permitted to participate in and/or make any statements on the record at the Auction.

PLEASE TAKE FURTHER NOTICE that on **August 25, 2010 at 2:00 p.m. EDT**, or as soon thereafter as counsel may be heard (the "Sale Hearing") at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, DE 19801 (the "Bankruptcy Court"), Courtroom No. 4, the Debtor shall appear before the Bankruptcy Court and seek entry of an order:

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

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Sale Motion as it relates to the sale of the Acquired Assets and proposed Cure Amounts (but not assumption and assignment of the Assigned Contracts) must (a) be in writing; (b) state with specificity the nature of such objection and, with respect to an objection to a proposed Cure Amount, the alleged Cure Amount (with appropriate documentation in support thereof); (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of this Court; and (d) be filed with this Court and served upon (so as to be **received** by) the following parties (the "Notice Parties") **on or before 4:00 p.m. (prevailing Eastern Time) on August 18, 2010:**

- (i) Moll Industries, Inc., c/o Jeffrey Merritt, CRO, 13455 Noel Road, Suite 2250, Dallas, TX 75240;
- (ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 4 East 8th Street, Suite 400, Wilmington, DE, 19801, Attn: William A. Hazeltine (whazeltine@sha-llc.com);
- (iii) Counsel to the Committee, Womble, Carlyle, Sandridge & Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE, 19801, Attn: Mark L. Desgrosseilliers (mdeggrosseilliers@wcsr.com) and Michael Busenkell (mbusenkell@wcsr.com);
- (iv) Counsel to NexBank, S.S.B., Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219, Attn: Mark X. Mullin (mark.mullin@haynesboone.com) and Duane Morris, LLP, 1100 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Richard W. Riley, Esquire (rriley@duanemorris.com); and

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

PLEASE TAKE FURTHER NOTICE that, Objections, if any, to the proposed assumption and assignment of the Assigned Contracts other than objections to proposed Cure Amounts, including, but not limited to, objections relating to adequate assurances of future performance, must be filed with the Court and served upon (so as to be **received** by) the Notice Parties **on or before 12:00 p.m. (prevailing Eastern Time) on August 23, 2010** (the "Assigned Contracts Objection Deadline").

PLEASE TAKE FURTHER NOTICE that the failure of any person or entity to file an objection before the Objection Deadline or the Assigned Contracts Objection Deadline, as applicable, shall be deemed a consent to the sale of the Acquired Assets to the Prevailing Bidder(s) and the other relief requested in the Sale Motion, and be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Auction, the sale of the Acquired Assets, the Debtors' consummation and performance of the Asset Purchase Agreement (including, without limitation, the sale of the Acquired Assets free and clear of all liens, claims and encumbrances) and the assumption and assignment of the Assigned Contracts.

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

Dated: June __, 2010
Wilmington, Delaware

SULLIVAN • HAZELTINE • ALLINSON LLC

William A. Hazeltine (No. 3294)
4 East 8th Street, Suite 400
Wilmington, DE 19801
Tel: (302) 428-8191
Fax: (302) 428-8195
whazeltine@sha-llc.com

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

EXHIBIT 2

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

IN RE:) Chapter 11
MOLL INDUSTRIES, INC., *et al.*,¹) Case No. 10-11371 (MFW)
) Jointly Administered
Debtors.) Objection Deadline: August 18, 2010 at 4:00 p.m.
) (Sale of Acquired Assets and Cure Amounts)
) Objection Deadline: August 23, 2010 at Noon
) (Assumption and assignment of Assigned Contracts)
) Hearing Date: August 25, 2010 at 2:00 p.m.

**NOTICE OF DEBTORS' INTENT TO ASSUME AND ASSIGN
CERTAIN UNEXPIRED LEASES AND EXECUTORY CONTRACTS
AND SETTING FORTH THE CURE AMOUNTS**

PLEASE TAKE NOTICE that on June 11, 2010, Moll Industries, Inc. and its affiliated debtors (the "Debtors"), by their counsel, filed with the United States Bankruptcy Court, District of Delaware (the "Bankruptcy Court") the *Debtors' Motion for Entry of (I) An Order (A) Approving Sale Procedures in Connection With Sale of Substantially All of the Debtors' Assets, (B) Scheduling an Auction and Hearing to Approve the Transaction and Approving the Form and Manner of Notice Thereof, and (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contract* (the "Sale Procedures Motion") (Docket No. 133).

PLEASE TAKE FURTHER NOTICE that, on June 11, 2010, the Debtors filed with the Bankruptcy Court the *Debtors Motion for an Order (a) Approving the Sale of Substantially all of the Debtors Assets, (b) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (c) Granting Certain Related Relief* (the "Sale Motion") (Docket No. 137)².

PLEASE TAKE FURTHER NOTICE that, on June ____, 2010, the Bankruptcy Court entered an order granting the Sale Procedures Motion (the "Sale Procedures Order") (Docket No. __), which, among other things, establishes sale procedures (the "Sale Procedures") that govern the manner in which substantially all of the Debtors' assets (the "Acquired Assets") are to be sold pursuant to the Sale Motion (the "Asset Sale").

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

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 defined herein, capitalized terms shall have the meaning ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that, on **August 25, 2010 at 2:00 p.m. EDT**, there will be a hearing (the "Sale Hearing") at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, DE 19801 (the "Bankruptcy Court"), Courtroom No. 4, where the Debtors will seek approval and authorization of the sale of substantially all of the Debtors assets to the Prevailing Bidder that submits the highest and best offer at the Auction.

PLEASE TAKE FURTHER NOTICE that the Debtors are a party to various executory contracts and unexpired leases (collectively, the "Contracts") and, pursuant to the Sale Procedures Order, the Debtors may seek to assume and assign some or all of such Contracts to the Prevailing Bidder(s) (collectively, the "Assigned Contracts")

PLEASE TAKE FURTHER NOTICE that you have been identified as a counterparty to a Contract. The Contract with respect to which you have been identified as a counterparty, and the corresponding proposed cure amount (the "Cure Amount") are set forth on Schedule 1 annexed hereto.

PLEASE TAKE FURTHER NOTICE that the Debtors believe that any and all defaults required to be cured and actual pecuniary losses under the Assigned Contracts can be cured by the payment of the Cure Amount.

PLEASE TAKE FURTHER NOTICE that, if you wish to obtain information regarding adequate assurance of future performance regarding any of the Qualifying Bidders, notify Debtors counsel, Sullivan Hazeltine Allinson LLC, 4 East 8th Street, Suite 400, Wilmington, DE 19801, Attn: William A. Hazeltine, Esq., Telephone: (302) 428-8191, Facsimile: (302) 428-8195, E-mail: whazeltine@sha-llc.com (the "Request for Adequate Assurance Information"). The Request for Adequate Assurance Information must include an email address and/or postal address to which a response to such request can be sent. If you make a Request for Adequate Assurance Information, the Debtors will serve you with such information by email (if an email address is provided) or by First Class U. S. mail by the later of (i) August 13, 2010 and (ii) one business day after receipt of the Request for Adequate Assurance Information.

PLEASE TAKE FURTHER NOTICE that the assumption and assignment of any Contract shall result in the full release and satisfaction of any claims or defaults, whether monetary or non-monetary.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Sale Motion as it relates to the sale of the Acquired Assets and proposed Cure Amounts (but not assumption and assignment of the Assigned Contracts) must (a) be in writing; (b) state with specificity the nature of such objection and the alleged Cure Amount (with appropriate documentation in support thereof); (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of the Bankruptcy Court; and (d) be filed with the Bankruptcy Court and served upon (so as to actually be received by) the following parties on (the "Notice Parties") or before **4:00p.m EDT on August 18, 2010** (the "Objection Deadline"):

- (i) Moll Industries, Inc., c/o Jeffrey Merritt, CRO, 13455 Noel Road, Suite 2250, Dallas, TX 75240;
- (ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 4 East 8th Street, Suite 400, Wilmington, DE, 19801, Attn: William A. Hazeltine (whazeltine@sha-llc.com);
- (iii) Counsel to the Committee, Womble, Carlyle, Sandridge & Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, DE, 19801, Attn: Mark L. Desgrosseilliers (mdessgrosseilliers@wcsr.com) and Michael Busenkell (mbusenkell@wcsr.com);
- (iv) Counsel to NexBank, S.S.B., Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219, Attn: Mark X. Mullin (mark.mullin@haynesboone.com) and Duane Morris, LLP, 1100 North Market Street, Suite 1200, Wilmington, DE 19801, Attn: Richard W. Riley, Esquire (rriley@duanemorris.com); and
- (v) The Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David L. Buchbinder, Esquire.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the proposed assumption and assignment of the Assigned Contracts other than objections to proposed Cure Amounts, including, but not limited to, objections relating to adequate assurances of future performance, must be filed with the Court and served upon (so as to be **received** by) the Notice Parties **on or before 12:00 p.m. (prevailing Eastern Time) on August 23, 2010** (the "Assigned Contracts Objection Deadline").

PLEASE TAKE FURTHER NOTICE that any counterparty to an Assigned Contract failing to timely file an objection to a Cure Amount or the proposed assumption and assignment of an Assigned Contract by the Objection Deadline or the Assigned Contracts Objection Deadline, as applicable, shall be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts against the Debtors, their estates, or the Prevailing Bidder with respect to its Contract and will be deemed to consent to the Asset Sale and the proposed assumption and assignment of its Contract.

PLEASE TAKE FURTHER NOTICE that where a counterparty to an Assigned Contract files a timely objection asserting a higher cure amount than the Cure Amount, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid under section 365 of the Bankruptcy Code with respect to such objection will be determined at the Sale Hearing or such other date and time as may be fixed by the Bankruptcy Court. If an Objection to the proposed assumption and assignment of the Assigned Contracts, other than an Objection to a Cure Amount, is filed by the Assigned Contracts Objection Deadline, the hearing with respect to such Objection may be heard at the Sale Hearing or may be continued to a subsequent hearing date with the consent of the Prevailing Bidder(s), the Debtors and the objecting party.

PLEASE TAKE FURTHER NOTICE that if no Cure Amount is due under an Assigned Contract, and the counterparty to such Contract does not otherwise object to the assumption and assignment of such Contract, no further action needs to be taken on the part of that counterparty.

PLEASE TAKE FURTHER NOTICE that the Debtors' decision to assume and assign the Assigned Contracts is subject to Bankruptcy Court approval and consummation of the Asset Sale. Absent consummation of the Asset Sale, each Assigned Contract shall not be deemed assumed and assigned and shall in all respects be subject to further administration under the Bankruptcy Code. The designation of any Contract as an Assigned Contract shall not constitute or be deemed to be a determination or admission by the Debtors or the Prevailing Bidder(s) that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Dated: June __, 2010
Wilmington, Delaware

SULLIVAN • HAZELTINE • ALLINSON LLC

William A. Hazeltine (No. 3294)
4 East 8th Street, Suite 400
Wilmington, DE 19801
Tel: (302) 428-8191
Fax: (302) 428-8195
whazeltine@sha-llc.com

Attorneys for the Debtors

Schedule 1

[TO COME]

EXHIBIT 3

SALE PROCEDURES

These Sale Procedures set forth the process by which Moll Industries, Inc. and its affiliated Debtors (collectively, the “Debtors”) are authorized to conduct a sale by auction (the “Auction”) of all or substantially all of the Debtors’ assets, other than Debtor Moll Europe Holdings, LLC’s equity interest in Moll Industries Ireland Limited, (the “Acquired Assets”).

These Sale Procedures were approved by order dated June __, 2010 (the “Sale Procedures Order”) of the United State Bankruptcy Court for the District of Delaware (the “Court”) (in which the Debtors jointly administered chapter 11 bankruptcy cases, Case No. 10-11371 (MFW), are pending)¹ pursuant to the motion of the Debtors (the “Sale Procedures Motion”) for an order, among other things: (a) approving procedures in connection with the sale of the Acquired Assets, (b) approving the form and manner of the sale notice, (c) scheduling an auction and sale hearing date, (d) scheduling a deadline for the Debtors’ receipt of a marked asset purchase agreement against the form included as an exhibit to the Sale Procedures Motion (the “APA”), and (e) approving procedures for determining cure amounts in connection with the assumption and assignment of executory contracts and unexpired leases. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Sale Procedures Motion. Any party desiring to obtain a copy of the Sale Procedures Motion may do so by contacting Debtors’ counsel at Sullivan Hazeltine Allinson LLC, 4 East 8th Street, Suite 400, Wilmington, DE 19801, Attention: William A. Hazeltine (whazeltine@sha-llc.com).

1. Assets to be Sold

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

2. Marketing Process

- (i) On or before June 28, 2010, the Debtors will deliver by first class mail, postage-prepaid, a teaser advertising the sale of the Acquired Assets and a Notice of Sale Hearing to the top 100 injection molding companies by annual revenue as ranked by PlasticsNews.com. On or before July 7, 2010, the Debtors will follow up with these companies by email, facsimile or telephone regarding the sale of the Acquired Assets.
- (ii) On or before June 30, 2010, the Debtors will establish an online data room so that prospective bidders may conduct due diligence.
- (iii) The Debtors will advertise the sale of the Acquired Assets in the print version of Plastics News and online through PlasticsNews.com during the weeks of July 5, 2010 and July 12, 2010.

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).

3. Confidentiality Agreements

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

4. Determination of "Qualifying Bidder" Status

In order to be deemed a "Qualifying Bidder" and participate in the bidding process and Auction, each potential bidder must deliver to the Bid Notice Parties identified in paragraph 5 a written offer or group of offers so as to be received by no later than **5:00 p.m. prevailing Eastern time on August 12, 2010** (the "Bid Deadline") that:

- i. states such Qualifying Bidder offers to purchase the Acquired Assets upon the terms and conditions substantially as set forth in the APA or pursuant to an alternative structure that the Debtors determine is no less favorable than the terms and conditions of the APA;
- ii. states such Qualifying Bidder is prepared to enter into a legally binding purchase and sale agreement or similar agreement for the acquisition of the Acquired Assets on terms and conditions no less favorable to the Debtors than the terms and conditions contained in the APA (as determined by the Debtors in their reasonable business judgment, in consultation with NexBank, SSB ("NexBank"), as administrative agent for the Debtors' pre-petition secured lenders (the "Secured Lenders"), and the Official Committee of Unsecured Creditors (the "Committee"), including, without limitation, the purchase of the Acquired Assets and assumption of the Assumed Liabilities (as defined in the APA);
- iii. be accompanied by a clean and duly executed APA (the "Modified APA") and a marked Modified APA reflecting the variations from the form of the APA attached to the Sale Procedures Motion;
- iv. states that such Qualifying Bidder is financially capable of consummating the transactions contemplated by the Modified APA;
- v. states such Qualifying Bidder's offer is irrevocable until the closing of the purchase of the Acquired Assets if such Qualifying Bidder is the Prevailing Bidder or the Back-Up Bidder (as defined below);
- vi. contains such audited financial and/or other information that will allow the Debtors, in consultation with NexBank and the Committee, to make a reasonable determination as to the Qualifying Bidder's financial and other capabilities to consummate the transactions contemplated by the Modified APA, including,

- without limitation, such financial and other information setting forth adequate assurance of future performance under section 365 of the Bankruptcy Code in a form requested by the Debtors to allow the Debtors to serve within one (1) business day after such receipt such information on counter-parties to any contracts or leases being assigned in connection with the proposed sale;
- vii. identifies with particularity each and every executory contract and unexpired lease, the assumption and assignment of which is a condition to closing;
 - viii. does not request or entitle the bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment;
 - ix. fully discloses the identity of each entity that will be bidding for the Acquired Assets or otherwise participating in connection with such bid, and the complete terms of any such participation
 - x. (1) does not contain any due diligence or financing contingencies of any kind, and (2) contains evidence that the bidder has received debt and/or equity funding commitments or has financial resources readily available sufficient in the aggregate to finance the purchase of the Acquired Assets, which evidence is reasonably satisfactory to the Debtors, in consultation with NexBank and the Committee;
 - xi. includes evidence of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the Modified APA and the closing on the purchase of the Acquired Assets;
 - xii. is accompanied by a cash deposit in the amount of 10% of the Qualifying Bidder's bid;
 - xiii. includes an acknowledgment and representation that the Qualifying Bidder; (1) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets prior to making its offer, (2) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Acquired Assets in making its bid, (3) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the APA or the Modified APA, and (4) agrees that any non disclosure agreement or confidentiality agreement entered into with the Debtors shall be enforceable by the Prevailing Bidder(s); and
 - xiv. is in an amount that the Debtors and NexBank, in consultation with the Committee, deem to be a sufficient offer for the Acquired Assets.

A bid meeting the above requirements shall constitute a "Qualifying Bid", provided, however, that the Debtors, in consultation with NexBank and the Committee, may deem a bid to be a Qualifying Bid even if such bid does not meet all of the requirements above. The Debtors, in consultation with NexBank and the Committee, shall make a determination regarding whether a bid is a Qualifying Bid and shall notify bidders whether their bids have been determined to be qualified by no later than 5:00 p.m. prevailing Eastern time on August 13, 2010.

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

The Debtors further reserve the right, in their reasonable business judgment, at any time after the Bid Deadline and prior to the conclusion of Auction, to (i) allow parties that have submitted bids that are not Qualified Bids to submit additional bids and/or (ii) invite other parties that have not previously submitted bids to do so such that they may be considered pursuant to the procedures set forth in the Sale Procedures, subject to consultation with NexBank and the Committee. The Debtors may also extend the Bid Deadline once or successively, but are not obligated to do so; provided, however, for any such extension beyond August 18, 2010, the Debtors shall have obtained the consent of NexBank, and consulted with the Committee. If the Debtors extend the Bid Deadline, they will promptly notify all Qualifying Bidders of such extension.

5. Credit Bid

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

6. Aggregate Bids

Persons who collectively are referred to as a "Qualifying Bidder" need not be affiliated and need not act in concert with one another and the Debtors, in consultation with NexBank and the Committee, may aggregate separate bids from unaffiliated persons to create one "Bid" from more than one "Qualifying Bidder"; provided, however, that all bidders shall remain subject to the provisions of 11 U.S.C. § 363(n) regarding collusive bidding.

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

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

(ii) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 4 East 8th Street, Suite 400, Wilmington, DE, 19801, Attn: William A. Hazeltine (whazeltine@sha-llc.com);

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

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

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

8. Evaluation of Qualifying Bids

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

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

9. No Qualifying Bids

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

10. Auction

In the event that the Debtors timely receive one or more Qualifying Bids, the Debtors shall conduct an Auction with respect to the Acquired Assets. The Auction will take place starting at **10:00 a.m. prevailing Eastern Time on August 20, 2010** at the office of Sullivan Hazeltine Allinson LLC, 4 East 8th Street, Suite 400, Wilmington, DE 19801, or at such other place, date and time as may be designated by the Debtors. Only (i) parties and their advisors that have been advised that they have submitted a Qualifying Bid, (ii) counsel to the Committee, (iii) counsel to NexBank, and (iv) other parties specified in the Sale Procedures Order will be permitted to participate in and/or make any statements on the record at the Auction provided, however, that any creditor of the Debtors may attend the auction (subject to space limitations). Subject to the Debtors' reservation of rights as specified herein, the Auction shall be governed by the following procedures:

- i. Only the Qualifying Bidders shall be entitled to make any subsequent bids at the Auction;

- ii. Each Qualifying Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;
- iii. The Qualifying Bidders shall appear in person at the Auction, or through a duly authorized representative;
- iv. Bidding shall commence at the amount of the highest Qualifying Bid submitted prior to the Auction; provided, however, that if the highest bid does not conform to one or more of the bidding requirements, but the Debtors, after consultation with NexBank and the Committee, determine that such bid is to be treated as a Qualifying Bid, then any Qualifying Bidder will have the opportunity to submit a bid at the Auction on the same basis;
- v. Qualifying Bidders may then submit successive bids in increments of at least \$50,000.00 higher than the bid at which the Auction commenced and then continue in minimum increments of at least \$50,000.00 higher than the previous bid; provided that the Debtors, in consultation with NexBank and the Committee, shall retain the right to modify the bid increment requirements at the Auction.
- vi. The Auction will be conducted in a manner as determined by the Debtors, after consultation with NexBank and the Committee, but with each bidder being informed of the terms of the previous bid;
- vii. All Qualifying Bidders shall have the right to submit additional bids and make additional modifications to their respective Modified APA at the Auction, provided that any such modifications to the Modified APA, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors than any prior bid by such Qualifying Bidder; and
- viii. The Debtors shall have the right to request any additional financial information that will allow the Debtors to make a reasonable determination as the Qualifying Bidder's financial and other capabilities to consummate the transactions contemplated by the Modified APA as further amended during the Action process.

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

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

11. Back-Up Bidder

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

12. Return of Deposits

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

13. Reservation of Rights

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