

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

IN RE:) Chapter 11
MOLL INDUSTRIES, INC., *et al.*,¹) Case No. 10-11371 (MFW)
) Jointly Administered
)
Debtors.) Objection Deadline: TBA
) Hearing Date: TBA

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER,
PURSUANT TO SECTIONS 105 AND 363(b)(1) AND (f) OF THE
BANKRUPTCY CODE AUTHORIZING DEBTOR MOLL EUROPE
HOLDINGS, LLC TO SELL ITS STOCK IN MOLL INDUSTRIES IRELAND
LIMITED FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES**

Moll Industries, Inc. and its affiliated debtors (the "Debtors"), debtors and debtors-in-possession in the above-captioned chapter 11 cases, hereby move this Honorable Court for the Entry of an Order, pursuant to Sections 105 and 363(b)(1) and (f) of the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), authorizing Debtor Moll Europe Holdings, LLC ("MEH") to sell its stock/issued share capital (the "Stock") in Moll Industries Ireland Limited ("Moll Ireland") free and clear of liens, claims and encumbrances (the "Motion") to Helen Garrett Masterson (the "Purchaser") pursuant to an asset purchase agreement (the "APA") substantially in the form attached hereto as Exhibit A. In support of the Motion, the Debtors respectfully state as follows:

¹ The Debtors in these cases are as follows: Moll Industries, Inc., Case No. 10-11371 (MFW); Moll Holdings, Inc., Case No. 10-11372 (MFW); Moll Europe Holdings, LLC, Case No. 10-11373 (MFW); and Moll Latin America Holdings, LLC, Case No. 10-11374 (MFW).

Docket No. 99
Date 6.3.10

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

Del. Bankr. L.R. 6004-1 requires that sale motions highlight certain material terms contained in the sale motion, sale order or asset purchase agreement. Such material terms are highlighted below:

- The Purchaser is a member of the management of Moll Ireland but is not employed by, and does not hold any position with, any of the Debtors. In order to ensure the fairness of the sale transaction, the sale was negotiated by Jeffrey Merritt, the Debtors' CRO, on behalf of MEH. Mr. Merritt began his association with the Debtors in February, 2010. During that time, Mr. Merritt has not developed any type of personal relationship with the Donegal management group and his sole motivation with respect to the sale is to obtain the highest and best value for the Donegal facility.
- The sale of the Moll Ireland stock to the Purchaser is a private sale in that it will not be subject to any further competitive bidding. However, the Moll Ireland stock and its assets were shopped to at least five other potential bidders during a several month period prior to the filing of the Motion and the Purchaser ultimately was the only bidder interested in acquiring the Stock or the assets of Moll Ireland.
- MEH and the Purchaser have entered into a letter of intent called a Heads of Agreement (the "Heads of Agreement") attached hereto as Exhibit B. The parties have not entered into the APA because the Debtors understand that, under Irish law, the signing of the APA must await the consummation of the sale transaction. The parties have, however, agreed to the form and substance of the attached APA.
- The Purchaser was not required to submit a deposit.
- The parties intend to close on the transaction shortly after approval by this Court. Accordingly, the Sale Order provides that the ten-day stay imposed by Bankruptcy Rule 6004(h) shall not apply to the Sale Order.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. The statutory predicates for the relief sought herein are Sections 105 and 363(b)(1) and (f) of the Bankruptcy Code, Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the

“Bankruptcy Rules”) and Del. Bankr. L.R. 6004-1. Venue is proper in this district 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. The Debtors chapter 11 cases are being jointly administered for procedural purposes only. The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases. On May 10, 2010, the United States Trustee appointed an Official Committee of Unsecured Creditors.

3. 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.

4. The Donegal, Ireland facility is owned and operated by Moll Ireland, a non-debtor entity organized under the laws of Ireland. MEH owns 100% of the stock/share equity capital (the “Stock”) of Moll Ireland. The Donegal facility is a very small plant with relatively small presses that limit its molding capabilities.

The Debtors' Marketing and Sale Efforts

5. Moll Ireland has not been profitable for several years now and the Debtors project that Moll Ireland will not be profitable at any time in the near future. Moll Ireland's losses have resulted, and will continue to result in significant cash shortfalls. See Operating Results and Cash Flow Projections attached as Exhibit C.

6. For several months, the Debtors have been engaged in negotiations regarding the sale of the remaining operations of the Debtors and Moll Ireland in Seagrove, North Carolina and Donegal, Ireland. Ideally, the Debtors hoped to sell both facilities to a single buyer. Four strategic buyers in the injection molding business and one financial buyer originally expressed an interest in both facilities and certain members of management at the Donegal facility expressed an interest in acquiring that facility only. After conducting initial due diligence, all potential purchasers other than the Donegal management group indicated that they were no longer interested in the Donegal facility.

7. Left with only one interested purchaser, MEH entered into extensive arm's-length negotiations with the management group regarding the sale of the Donegal facility, either through an asset sale or the sale of the Stock. Jeffrey Merritt, the Debtors' CRO, was principally responsible for negotiating the sale on behalf of MEH. Mr. Merritt began his association with the Debtors in February, 2010. During that time, Mr. Merritt has not developed any type of personal relationship with the Donegal management group and his sole motivation with respect to the sale is to obtain the highest and best value for the Donegal facility.

Terms of Sale²

8. Following extensive negotiations, MEH and the Purchaser entered into the Heads of Agreement in late May, 2010. Pursuant the Heads of Agreement, the purchase price of the Stock is €60,000.00 (the "Purchase Price"). The Stock must be sold free and clear of liens, claims, encumbrances and other interests (the "Encumbrances"). In addition, upon consummation of the transaction, the Moll Ireland will repay to MEH an inter-company loan in the amount of €122,000.00 (the "Inter-Company Loan"). The total consideration of €182,000.00 (approximately \$223,000.00) for the transaction is significantly higher than the liquidation value of Moll Ireland. See Liquidation Analysis attached as Exhibit D.

9. Subsequently, MEH and the Purchaser negotiated the APA. The parties have agreed to the form and substance of the APA. However, the parties have not yet executed the APA because the Debtors understand that, under Irish law, the signing of the APA must await the consummation of the sale transaction.

The Need for an Expedited Sale

10. As noted above Moll Ireland is having significant cash flow issues. Based on current projections, the Debtors anticipate that Moll Ireland may run out of cash as early as June 9, 2010.³ Moreover, the Debtors do not have authority to use cash collateral to fund Moll Ireland pending the sale. Following the closing of the sale, the Debtors understand that the Purchaser will invest additional funds for the operation of Moll Ireland. However, the Debtors' understand that the Purchaser will not invest additional money prior to the closing of the sale.

² This Motion contains a summary of the terms of the sale. Please refer to the Heads of Agreement and the APA for all of the terms and provisions.

³ The Debtors understand that, based on a concession that may be given by a supplier, Moll Ireland may have sufficient cash to operate through the end of June.

RELIEF REQUESTED

11. By this Motion, the Debtors request authority to sell the Stock to the Purchaser pursuant to the Heads of Agreement and the APA free and clear of Encumbrances. In addition, the Debtors request a hearing to approve the sale on or before June 11, 2010 and relief from the ten-day stay imposed by Bankruptcy Rule 6004(h) so that the sale transaction may close immediately upon entry of an order approving the sale.

BASIS FOR RELIEF REQUESTED

The Sale Should Be Approved Pursuant to Bankruptcy Code Section 363(b)

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

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

13. The “sound business judgment” test requires a debtor to establish four elements in order to justify the sale or lease of property outside the ordinary course of business, namely, (a) that a “sound business purpose” justifies the sale of assets outside the ordinary course of business, (b) that adequate and reasonable notice has been provided to interested persons, (c) that

the debtor has obtained a fair and reasonable price, and (d) good faith. Id.; Titusville Country Club v. Pennbank (In re Titusville Country Club), 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991).

14. A sound business purpose for the sale of a debtor's assets outside the ordinary course of business may be found where such a sale is necessary to preserve the value of assets for the estate, its creditors or interest holders. See, e.g., In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143 (3rd Cir. 1986); In re Lionel Corp., 722 F.2d 1063 (2nd Cir. 1983). In fact, the paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. See In re Food Barn Stores, Inc., 107 F.3d 558, 564-65 (8th Cir. 1997) (in bankruptcy sales, "a primary objective of the Code [is] to enhance the value of the estate at hand"); In re Integrated Res., 147 B.R. at 659 ("It is a well-established principle of bankruptcy law that the ... [Debtor's] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate.") (quoting In re Atlanta Packaging Prods., Inc., 99 B.R. 124, 130 (Bankr. N.D. Ga. 1988)).

15. Furthermore, once "the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." Committee of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.), 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). There is a presumption that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company." In re Integrated Res., 147 B.R. at 656 (quoting Smith v. Van Gorkom, 488 A.2d 858, 872 (Del. 1985)). Thus, if a debtor's actions satisfy the business judgment rule, the transaction in question should be approved under section 363(b)(1). Indeed, when applying the "business judgment" standard, courts show great deference to a

debtor's business decisions. See Pitt v. First Wellington Canyon Assoc. (In re First Wellington Canyon Assocs.), 1989 WL 106838, at *3 (N.D. Ill. 1989) ("Under this test, the debtor's business judgment ... must be accorded deference unless shown that the bankrupt's decision was taken in bad faith or in gross abuse of the bankrupt's retained discretion.").

16. The Debtors submit that the proposed sale of the Stock satisfies the "sound business reason test." As discussed above, the Stock is a quickly wasting asset. Based on current projections, the Debtors anticipate that Moll Ireland may run out of cash by as early as June 9, 2010 and, without further vendor concessions, will almost certainly run out of cash by the end of June. Without an expedited sale of the Stock, Moll Ireland will likely have no option other than to shut down operations, padlock the doors to the facility, and conduct a fire sale liquidation of its assets. As discussed above, the sale of the Stock provides significantly more value to MEH than it can hope to receive through liquidation. Accordingly, the prompt sale of the stock presents the best opportunity to maximize the value of the Donegal facility for the benefit of MEH's estate.

17. Moreover, the notice provided is adequate under the exigencies of the situation. While, in a perfect world, a longer notice period would be preferred, a longer notice period under the circumstances presented here would like result in a piecemeal liquidation of Moll Ireland, which would provide significantly less value than the proposed sale of the Stock.

18. Furthermore MEH is receiving a fair and reasonable value for the Stock. As discussed above, the Debtors had discussions with five other potential purchasers regarding the possible acquisition of the Donegal facility. However, after conducting due diligence all five of these potential purchasers informed the Debtors that they were not interested in acquiring the Donegal facility. Thereafter, the Debtors entered into extensive arm's-length negotiations with

the Purchaser. Given the circumstances and the limited molding capacity of the Donegal facility as discussed above, the Debtors submit that the proposed sale to the Purchaser will provide the highest and best value available for the Stock.

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

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

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

The reversal or modification on appeal of an authorization under subsection (b)...of this section of a sale...of property does not affect the validity of a sale...under such authorization to an entity that purchased...such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale... were stayed pending appeal.

11 U.S.C. § 363(m).

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

22. As required by Section 363(m) of the Bankruptcy Code, the proposed sale transaction was negotiated in good faith. Although the Bankruptcy Code does not define “good faith purchaser,” the Third Circuit, construing Section 363(m) of the Bankruptcy Code, has stated that “the phrase encompasses one who purchases in ‘good faith’ or for ‘value.’” In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143, 147 (3d Cir. 1986). To constitute lack of good faith, a party’s conduct in connection with the sale must usually amount to “fraud, collusion between the purchaser and other bidders or the trustee or an attempt to take grossly unfair advantage of other bidders.” Id.; see also In re Bedford Springs Hotel, Inc., 99 B.R. 302, 305 (Bankr. W.D. Pa. 1989); In re Perona Bros., Inc., 186 B.R. 833, 839 (D.N.J. 1995). Due to

the absence of a bright line test for good faith, the determination is based on the facts of each case, concentrating on the “integrity of [an actor’s] conduct during the sale proceedings.” In re Pisces Leasing Corp., 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1998 (7th Cir. 1978)).

23. Here, the sale of the Stock has been negotiated and proposed in good faith and the sale of the Stock to the Purchaser will be in good faith. Although the Purchaser is arguably an insider of the Debtors, the negotiations with the Purchaser were conducted so as to ensure the fairness of the sale process and transaction. Specifically, Mr. Merritt, the Debtors’ CRO retained in February, 2010, was principally responsible for the negotiation of the sale on behalf of MEH. Mr. Merritt does not have any type of personal relationship with the Purchaser, the negotiations were extensive and at arm’s-length, and Mr. Merritt’s sole motivation with respect to the sale was to obtain the highest and best value for the Stock. Accordingly, under the circumstances, the Purchaser should be afforded the protections that Section 363(m) of the Bankruptcy Code provides to a good faith purchaser.

24. Based on the foregoing, the Debtors request that the Court make a finding following the sale hearing that (i) the sale of the Stock is a proper exercise of the Debtors’ business judgment, (ii) the sale of the stock is in good faith providing the Purchaser with the protections of Section 363(m) of the Bankruptcy Code and (iii) that no party has engaged in conduct that would cause or permit the sale of the Stock to the Purchaser, to be avoided under Section 363(n) of the Bankruptcy Code.

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

25. The Debtors respectfully submit that it is appropriate to sell the Stock free and clear of all interests, pursuant to Section 363(f) of the Bankruptcy Code, with all such interests

attaching to the net sale proceeds of the Stock to the extent applicable. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests and encumbrances if:

- (i) applicable nonbankruptcy law permits sale of such property free and clear of such interests;
- (ii) such entity consents;
- (iii) such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property;
- (iv) such interest is in bona fide dispute; or
- (v) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

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

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

27. To the best of the Debtors’ knowledge, the only party with an interest in the Stock is NexBank, SSB (“NexBank”), as administrative agent for the Debtors’ prepetition secured lenders (the “Lenders”). NexBank holds a lien on 65% of the Stock. The Debtors expect that

NexBank and the Lenders will consent to the sale of the Stock. In the event any other liens are asserted, the Debtors submit that they will establish at the Sale Hearing that one or more of the tests under section 363(f) will be satisfied with respect to the sale of the Stock.

NOTICE

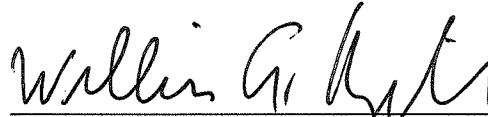
28. Notice of this Motion will be served by hand or overnight delivery on (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel for NexBank, SSB as Administrative Agent and Collateral Agent for the Debtors' pre-petition secured lenders; (iii) counsel for the Official Committee of Unsecured Creditors; (iv) all persons known to assert an interest in the Stock; and (v) all parties that have requested special notice pursuant to Bankruptcy Rule 2002. The Debtors submit that the notice provided satisfies Del. Bankr. L. R. 2002-1(b).

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an Order, substantially in the form attached hereto as Exhibit E, authorizing the Debtors to sell the Stock to the Purchaser, and granting such other further relief as is just and proper.

Dated: June 3, 2010
Wilmington, Delaware

SULLIVAN • HAZELTINE • ALLINSON LLC



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EXHIBIT A

AGREED FORM

DATED

2010

MOLL EUROPE HOLDINGS LLC

and

HELEN GARRETT MASTERSON

SHARE PURCHASE AGREEMENT

LK SHIELDS
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THIS AGREEMENT is made on

2010.

BETWEEN:

- (1) **Moll Europe Holdings LLC** of 13455 Noel Road, Suite 2250, Dallas, TX 75240, USA (hereinafter called the "**Vendor**"); and
- (2) **Helen Garrett Masterson** of Lurganboy, Donegal Town, County Donegal, Ireland (hereinafter called the "**Purchaser**").

WHEREAS:

- A. Moll Industries Ireland Limited (hereinafter referred to as the "**Company**") is a limited company incorporated in Ireland on 18 April 1983 under registered number 94174 and now has an authorised share capital of €437,500 divided into 350,000 ordinary shares of €1.25 each ("**Shares**") of which 262,600 Ordinary Shares have been issued and are fully paid up.
- B. The Vendor is the registered and beneficial owner of the Shares.
- C. The Purchaser has agreed to purchase and the Vendor has agreed to sell the Shares and subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED that in consideration of the mutual covenants conditions agreements warranties and payments hereinafter set forth or provided for the parties hereto respectively covenant with each other as follows:

1 INTERPRETATION

1.1 Definitions

In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:

Board	the Board of Directors of the Company;
Business	the business of plastics Injection molding and any other business carried on by the Company at the Completion Date;
Business Day	a full working week-day in Dublin;
Companies Acts	the Companies Acts 1963 to 2009;
Completion	completion of the purchase and sale provided for in this Agreement in accordance with the provisions of Section 5;

Confidential Information	all information not at present in the public domain used in or otherwise relating to the business, customers or financial or other affairs of the Company including, without limitation, information relating to: <ul style="list-style-type: none"> (a) the marketing of any products or services including, without limitation, customer names and lists and other details of customers, sales targets, sales statistics, market share statistics, prices, market research reports and surveys and advertising or other promotional materials; and (b) future projects, business development or planning, commercial relationships and negotiations;
Consideration	the aggregate consideration payable by the Purchaser to the Vendor in respect of the Shares as set out in Clause 2.2.1;
Encumbrance	any mortgage, charge, pledge, lien, option restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security, interest of any fund and any other type of preferential arrangement (including without limitation, title transfer and retention arrangements) having a similar effect;
IDA Lease	Means a Lease of the Factory Premises dated 1 July 1989 made between the Industrial Development Authority having its principal office at Wilton Park House, Wilton Place, Dublin 2 of the one part and the Company (in its then name, Monaghan Plastics and Engineering Company Limited) of the other part for a term of 999 years from 1 July 1989 subject to the annual rent of IR£10 per acre thereby reserved and to the covenants on the lessee's part and conditions therein contained.
Loans	an aggregate amount of €122,000 in respect of all outstanding loans made by the Vendor to the Company;
Property	Means the lands, hereditaments and premises comprised in Folio 993L County Donegal being all of the lands comprised in the IDA Lease (the " Factory Premises ");
Restricted Period	the period of two years from the Completion Date;
Subsidiary	a subsidiary company (as defined by Section 155 Companies Act 1963);
Territory	Ireland and Northern Ireland;
Vendor's Solicitors	LK Shields Solicitors, 39/40 Upper Mount Street, Dublin 2; and

€ and Euro lawful currency for the time being of Ireland.

1.2 Construction

- 1.2.1 Words and expressions shall have the same meaning as are ascribed to them in the Companies Acts.
- 1.2.2 Any reference to any provision of any legislation shall include any modification re-enactment or extension thereof and shall also include any subordinate legislation made from time to time under such provisions. Any reference to any provision of any legislation unless the context clearly indicates to the contrary shall be a reference to legislation of Ireland.
- 1.2.3 Words such as "hereunder", "hereto", "hereof", and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular Section or Clause thereof.
- 1.2.4 Save as otherwise provided herein any reference to a Section, Clause, paragraph or sub-paragraph shall be a reference to a Section, Clause paragraph or sub-paragraph (as the case may be) of this Agreement and any reference in a Clause to a paragraph or sub-paragraph shall be a reference to a paragraph or sub-paragraph of the Clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended.
- 1.2.5 In this Agreement save as otherwise provided herein words expressed in the singular shall, where the context so requires or permits include the plural, words importing the masculine include the feminine and vice versa and where any party consists of more than one person that party's obligations shall take effect as joint and several obligations and anything in this document which applies to that party shall apply to all those persons collectively and each of them separately.
- 1.2.6 The Schedules to this Agreement, if any, shall form part of the Agreement.
- 1.2.7 Any reference to a person shall include a reference to any body corporate, unincorporated association or partnership.
- 1.2.8 Any reference to a person shall include a reference to that person's legal personal representative and successors.
- 1.2.9 Reference to writing or similar expression includes where the context so admits transmission by facsimile, electronic mail or other comparable means of communication or electronic communication.

1.3 Headings and Captions

The Section headings and captions to the Clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.

1.4 Governing Law

This Agreement shall in all respects (including the formation thereof and performance thereunder) be governed by and construed in accordance with the laws of the Republic of Ireland.

2 SHARE PURCHASE AND SALE

2.1 Purchase and Sale

The Vendor agrees as legal and beneficial owner to sell and the Purchaser agree to purchase the Shares upon Completion free from all liens charges or Encumbrances and together with all accrued benefits and rights for the consideration referred to in Clause 2.2.1 payable at the time and in the manner specified in Clause 2.2.2. The Purchaser shall not be obliged to complete the purchase of any of the Shares unless the purchase of all the Shares is completed simultaneously.

2.2 Consideration

2.2.1 The aggregate consideration payable in respect of the Shares shall be an amount of €60,000 (the "Consideration").

2.2.2 The Consideration payable in respect of the Shares shall be payable by the Purchaser to the Vendor in cash on Completion against delivery of a stock transfer form executed by the Vendor.

2.2.3 The Vendor hereby authorises the Purchaser to pay all amounts of the Consideration to the Vendor's Solicitors acting on their behalf. The receipt of such firm shall be sufficient evidence of payment and shall be a good discharge to the Purchaser.

3 WARRANTIES AND UNDERTAKINGS

3.1 Warranty

The Vendor hereby warrants to the Purchaser that:-

3.1.1 it is the sole and beneficial owner free from Encumbrances of all of the Shares and is absolutely entitled to all dividends, proceeds, interests, voting and other rights payable thereon in respect thereof and attaching thereto;

3.1.2 none of the Shares are subject to any current or pending claim or litigation as to their title or ownership;

3.1.3 no person other than the Vendor has any right, title, interest or estate to or in any of the Shares or their proceeds;

3.1.4 no pledge, mortgage, equitable deposit, charge or other security interest exists over any of the Shares or any rights attaching thereto;

3.1.5 no person has any option over any of the Shares.

3.2 Effect of Completion

The Vendor shall and shall procure that all necessary third parties shall do execute and perform all such further deeds, documents and assurances, acts and things as may reasonably be required subsequent to Completion by the Purchaser for assuring to or vesting in the Purchaser the legal and beneficial ownership of the Shares.

4 FURTHER COVENANTS

4.1 Waiver of Pre-emption Rights

4.2 The Vendor hereby waives all pre-emption rights to which it may be entitled by virtue of the Articles of Association of the Company or otherwise and hereby authorises and requires the Board to register in the name of the Purchaser or their designees, every transfer of shares in the Company to the Purchaser or its designees pursuant to this Agreement.

4.3 Restrictive Covenant

4.3.1 In further consideration of, and as a further inducement to, the Purchaser entering into this Agreement and for the purpose of assuring to the Purchaser the full benefit of the business and goodwill of the Company, the Vendor hereby covenants with and undertake to the Purchaser (for the benefit of the Purchaser and as trustee for the benefit of its successors in title to the Shares) that it shall not, during the Restricted Period, either alone or jointly or in conjunction with or on behalf of or through the agency of any person and whether as principal, agent, partner, shareholder, holding company, director, manager, adviser, consultant, employee or otherwise, howsoever and whether directly or indirectly:

- (a) carry on or participate or assist or be involved or concerned or interested in any business which competes directly or indirectly with the Company in the Business in the Territory;
- (b) in competition with the Company, procure or seek to procure orders from or do business with or procure directly or indirectly any other person to procure orders from or do business with any person who is at Completion, or who has been at any time during the period of twelve months immediately preceding Completion, a customer or supplier to the Company;
- (c) knowingly take such steps that would have a material effect on the continuance of supplies to the Company (or the terms relating to such supplies) from any suppliers who are at Completion, or who have been at any time during the twelve months immediately preceding Completion, supplying, materials, components, products, goods or services to the Company;
- (d) solicit or entice away or offer employment to or endeavour to solicit or entice away or offer employment to any person who is at the date hereof or who between that date and Completion becomes an employee of the Company in a senior or management capacity, whether or not such person would commit a breach of contract by reason of leaving his employment, office or service; or
- (e) intentionally do or say anything which is harmful to the reputation of the Company or which would be likely to lead any person to cease to deal with the Company in connection with the Business on substantially equivalent terms to those previously offered or at all.

4.3.2 The Vendor hereby acknowledges and agrees with the Purchaser that each of the undertakings contained in Clauses 4.3.1 constitutes an entirely separate, severable, independent and separately enforceable restriction on

the Vendor and, that the duration, extent and application of the respective restrictions in Clauses 4.3.1 are not greater than is reasonable and necessary for the protection of the legitimate interests of the Purchaser but, that if any such restriction shall be adjudged by any court or regulatory authority or agency of competent jurisdiction to be void or unenforceable but would be valid if part of the wording thereof was deleted and/or the period thereof and/or the geographical area dealt with thereby was reduced, the said restriction shall apply within the jurisdiction of that court or regulatory authority or agency with such modifications as may be necessary to make it valid, effective and enforceable.

4.4 Confidential Information

- 4.4.1 The Vendor shall not (and shall procure that no body corporate controlled by it shall) either alone or jointly or in conjunction with or on behalf of or through the agency of any person, at any time after the date of this Agreement make use of or disclose any Confidential Information which may be within or may come to its knowledge.
- 4.4.2 The Vendor shall (and shall procure that each body corporate controlled by it shall) use its best endeavours to prevent the disclosure of any Confidential Information.
- 4.4.3 Clause 4.4.1 shall not apply to:
- (a) disclosure of any Confidential Information to officers or employees of the Purchaser or the Company whose province it is to know about the Confidential Information;
 - (b) disclosure of any Confidential Information required by law;
 - (c) disclosure of any Confidential Information to any professional adviser for the purpose of advising the Vendor and only on terms that this Clause 4.4 shall apply to any use or disclosure by the professional adviser; and
 - (d) any Confidential Information which comes into the public domain otherwise than by breach of this Clause 4.4 by the Vendor.

5 COMPLETION

5.1 Completion

Completion shall take place immediately following the execution of this Agreement at the registered office of the Company or at such other time, place and date as the parties hereto may agree. Upon Completion the matters referred to in the following Clauses of this Section shall take place.

5.2 Delivery

The Vendor shall deliver to the Purchaser:

- 5.2.1 in respect of the Shares, share transfer forms duly completed and executed by the registered holders thereof and made in favour of the Purchaser or its designees together with the relevant share certificates (or in the case of any lost share certificate, an indemnity in lieu thereof in terms satisfactory to the Purchaser);

- 5.2.2 such waivers or consents or other documents necessary as the Purchaser may require to enable the Purchaser or its nominees to be registered as holders of the Shares and to vest in the Purchaser or its nominee(s) the full beneficial ownership of the Shares;
- 5.2.3 duly executed resignation letters from Jim Campbell and Kevin Andrews (as directors of the Company) from their respective offices as directors in the Company, acknowledging that each has no claim against the Company for compensation for loss of office or otherwise in respect of or arising out of their position as a director of the Company or in respect of or arising out of ceasing to be a director of the Company;
- 5.2.4 the minute book, share register, seal, share certificate book, cancelled share certificates, certificate of incorporation and other corporate records of the Company required to be kept by the Company pursuant to the Companies Acts made up to the Completion Date, all of which can transfer by delivery at the location of the Company's auditors at Completion;
- 5.2.5 the title deeds to the Property;
- 5.2.6 all such other consents, approvals, clearances or licenses of governmental, regulatory or other agencies or persons as are necessary in connection with the sale and purchase of the Shares.

5.3 Board Meeting

The Vendors shall procure that a meeting of the Board is held at which:-

- 5.3.1 such persons as the Purchaser may nominate are duly appointed with immediate effect as directors of the Company as shall be designated by the Purchaser;
- 5.3.2 such of the directors of the Company as the Purchaser may require, retire without any claim for compensation for loss of office and redundancy, unfair dismissal or other claim against the Company arising from such resignation and furnish a letter in the agreed form under seal acknowledging that they have no such claim; and
- 5.3.3 the Purchaser and/or its nominees are approved for registration as members of the Company in respect of the Shares subject only to presentation to the secretary of the transfers thereof duly stamped.

5.4 Payment

Subject to due compliance with the provisions of the foregoing Clauses of this Section the Purchaser shall make payment of the consideration payable on Completion in accordance with the provisions of Section 2.

5.5 Repayment of Loans

Immediately following Completion the Purchaser shall procure that the Company repays the Loans to the Vendor.

5.6 Stamping

The Purchaser shall, following Completion, promptly deliver to the Revenue Commissioners the share transfer forms referred to in Clause 5.2.1 for assessment of

stamp duty and shall promptly pay the duty thus assessed. Prior to registration of such duly stamped share transfer forms in the register of members of the Company, the Vendor shall co-operate in any manner required by the Purchaser for the convening, holding at short notice and conduct of general meetings of the Company, shall execute on a timely basis all proxy forms, appointments of a representative, documents of consent to short notice and such like that the Purchaser may require and generally shall act in all respects as the nominee and at the direction of the Purchaser in respect of the Shares and all rights and interests attaching thereto.

6 GENERAL PROVISIONS

6.1 Survival of Obligations

The provisions of this Agreement which shall not have been performed at Completion shall remain in full force and effect notwithstanding Completion.

6.2 Binding on Successors

This Agreement shall enure to the benefit of and be binding upon the respective parties hereto and their respective successors, personal representatives and assigns.

6.3 Waiver

Any liability to any party hereto under the provisions of this Agreement may in whole or in part be released varied compounded or compromised by such party in its absolute discretion as regards any party under such liability without in any way prejudicing or affecting its rights against any other party under the same or a like liability whether joint and several or otherwise. A waiver by any party hereto of any breach by any party hereto of any of the terms provisions or conditions of this Agreement or the acquiescence of a party hereto in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto.

6.4 Counterparts

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original all such counterparts together constituting but one and the same instrument.

6.5 Business Days

If any action or duty to be taken or performed under any of the provisions hereof would, apart from the provisions of this Clause, fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such date.

6.6 Notices

6.6.1 Any notice or other communication required or permitted to be given or made hereunder shall be addressed or sent as follows:

- (a) if to the Vendor, if by letter, to its registered address and if by fax to fax number +1 (972) 383-8050; and

- (b) if to the Purchasers, if by letter, to the address hereinbefore appearing and if by fax to fax number +353 71 9144365;

or to such other postal address or fax number as any such party hereto may from time to time notify to the other parties hereto in writing in accordance with the provisions hereof.

6.6.2 Any notice or other communication required or permitted to be given or made hereunder shall be validly given or made if delivered personally or if despatched by pre-paid letter post addressed as aforesaid or if sent by fax to such fax number (if any) as may be specified as aforesaid and shall be deemed to be given or made:

- (a) if delivered by hand - at the time of delivery;
- (b) if sent by post - forty eight hours after the same shall have been posted; and
- (c) if sent by fax - at the time of termination of the fax transmission.

6.7 **Costs**

Each of the parties hereto shall bear its own costs of and incidental to this Agreement.

6.8 **Assignment**

This Agreement shall not be assignable in whole or in part by any of the parties hereto without the written consent of all the other party, save that the Purchaser shall be entitled to assign and transfer all or any of its rights and obligations hereunder by way of security interest to its funders and financiers.

6.9 **Variation**

No purported variation in this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.

6.10 **Invalidity**

If any part of this Agreement is found by any Court of competent authority to be invalid, unlawful or enforceable in any jurisdiction then that part shall be deemed not to be part of this Agreement but shall not affect the enforceability of the remainder of this Agreement.

6.11 **Entire Agreement**

This Agreement sets out the entire agreement understanding between the parties in respect of the subject matter of this Agreement.

IN WITNESS whereof this Agreement has been entered into the day and year first herein written.

SIGNED BY:

duly authorised on behalf
of **MOLL EUROPE HOLDINGS LLC** in the presence of:

Witness: _____

Address: _____

Description: _____

SIGNED BY:

HELEN MASTERSON

Witness: _____

Address: _____

Description: _____

EXHIBIT B

- d) it is agreed that each party to these Heads of Agreement and the share purchase agreement shall bear their own costs in relation to the performance of such agreements.
- e) it is agreed that the terms and existence of these Heads of Agreement, all agreements, correspondence and electronic communication between the parties relating to the terms hereof shall remain strictly private and confidential (with the exception of both party's legal and financial advisors) save where same requires to be divulged to a third party by virtue of statutory or contractual obligation or for those persons agreed in writing by both parties hereto.
- f) These Heads of Agreement, the negotiations between the parties hereto in connection with the proposed transaction and all disputes and claims arising out of or in connection with them shall be governed by and construed in accordance with the laws of Ireland and each party agrees to submit to the exclusive jurisdiction of the Courts of Ireland to settle any disputes which may arise out of or in connection therewith.
- (g) These Heads of Agreement are intended to set out the main commercial terms of the Proposed Transaction between the Purchaser and the Owner and are subject to consent of the US Bankruptcy Court and finalisation of formal documentation as referred to at Clause (a) above. Accordingly, with the exception of Clause (d), Clause (e) and Clause (f) the parties acknowledge that these Heads of Agreement are not legally binding on the Purchaser or the Owner nor does it create any legal obligations or rights whatsoever.

SIGNED for and on behalf of the Owner

in the presence of:-

Jeffrey Merritt

SIGNED by the Purchaser

in the presence of:-

Alan E. Poter
Mark Walsh
Miss Poter

EXHIBIT C

Moll Ireland LTD.

	Fiscal 2008	Fiscal 2009	3 Months 2010
Sales	1,500,682	1,203,344	392,175
Cost of sales	1,312,682	931,258	309,709
Gross margin	188,000	272,086	82,466
Operating expenses	512,837	638,629	155,308
Profit (loss)	(324,837)	(366,543)	(72,842)

Moll Ireland Ltd.
Cash Flow Projections

	June	July	August	Sept.
Beginning balance	\$ 32,538	\$ (121,192)	\$ (140,192)	\$ (159,192)
<u>Sources of cash</u>				
Collections	73,000	110,000	120,000	80,000
Vat Refund	-	20,000	-	20,000
Total Inflows	\$ 73,000	\$ 130,000	\$ 120,000	\$ 100,000
<u>Uses of cash</u>				
Wages	40,000	32,000	32,000	32,000
Payroll taxes	15,000	15,000	15,000	15,000
Tooling payments	91,730			
Supplier payments	78,000	100,000	90,000	80,000
Misc.	2,000	2,000	2,000	2,000
Total uses of cash	\$ 226,730	\$ 149,000	\$ 139,000	\$ 129,000
Net cashflow	(153,730)	(19,000)	(19,000)	(29,000)
Ending Balance	\$ (121,192)	\$ (140,192)	\$ (159,192)	\$ (188,192)

EXHIBIT D

MOLL INDUSTRIES - DONEGAL

Liquidation Analysis

(U.S. Dollars in 000's)

Calculation of Proceeds - USD

	March 2010 Bal. Sheet Total	Estimated Value (unaudited)		Estimated %	
		Low	High	Low	High
		Case	Case	Case	Case
<u>Calculation of Liquidation Proceeds</u>					
<u>Working Capital Assets:</u>					
Cash & Cash Equivalents	\$ 50	\$ 50	\$ 50	100%	100%
Accounts Receivable (net of reserve)	56	28	56	50%	75%
Tooling in process	240	240	240	100%	100%
Raw Material	98	59	98	60%	75%
Work in Progress	-	-	-	0%	0%
Finished Goods (net of reserve)	118	83	118	70%	90%
Parts		-	-	0%	0%
Other Inventory	10	6	10	60%	75%
<u>Prepaid Expenses</u>	<u>52</u>	<u>-</u>	<u>-</u>	0%	0%
Total Current Assets	\$ 624	\$ 465	\$ 572		
<u>Property, Plant & Equipment:</u>					
Land	\$ 147	\$ 88	\$ 110	85%	90%
Buildings (net of depreciation)	1,038	623	779	50%	60%
<u>Machinery and Equipment (net of depreciation)</u>	<u>648</u>	<u>65</u>	<u>130</u>	12%	20%
Total Property, Plant & Equipment	\$ 1,833	\$ 776	\$ 1,019		

(Continued)

MOLL INDUSTRIES - DONEGAL
Liquidation Analysis
(U.S. Dollars in 000's)
Calculation of Proceeds - USD

	March 2010 Bal. Sheet Total	Estimated Value (unaudited)		Estimated %	
		Low	High	Low	High
		Case	Case	Case	Case
<u>Calculation of Liquidation Proceeds</u>					
<u>Other Assets:</u>					
Other Assets	\$ -	\$ -	\$ -	0%	0%
Goodwill	-	-	-	0%	0%
Total	<u>\$ 2,458</u>	<u>\$ 1,242</u>	<u>\$ 1,591</u>	51%	65%
Redundancy	-	(1,000)	(1,000)	100%	100%
Operating Trade Payables	(308)	(308)	(308)	100%	100%
Accrued payroll and taxes	<u>(190)</u>	<u>(190)</u>	<u>(190)</u>	100%	100%
Total unsecured creditors	<u>(498)</u>	<u>(1,498)</u>	<u>(1,498)</u>		
Estimated Total Recoverable Assets	<u>\$ 1,960</u>	<u>\$ (256)</u>	<u>\$ 93</u>	-13%	5%
<u>Liquidation Costs:</u>					
Liquidating Trustee		\$ (150)	\$ (150)		
Estimated Net Liquidation Proceeds		<u>\$ (406)</u>	<u>\$ (57)</u>	-17%	-2%

EXHIBIT E

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

IN RE:) Chapter 11
) Case No. 10-11371 (MFW)
MOLL INDUSTRIES, INC., *et al.*,¹) Jointly Administered
))
Debtors.) **Related D.I. No.** _____

**ORDER, PURSUANT TO SECTIONS 105 AND 363(b)(1) AND (f)
OF THE BANKRUPTCY CODE AUTHORIZING DEBTOR MOLL
EUROPE HOLDINGS, LLC TO SELL ITS STOCK IN MOLL INDUSTRIES IRELAND
LIMITED FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES**

Upon consideration of the motion (the “Motion”)² of Moll Industries, Inc. and its affiliated debtors, as debtors and debtors-in-possession (the “Debtors”), for Entry of an Order, Pursuant to Sections 105 and 363(b)(1) and (f) of the Bankruptcy Code Authorizing Debtor Moll Europe Holdings, LLC to Sell its Stock in Moll Industries Ireland Limited Free and Clear of Liens, Claims and Encumbrances; and it appearing that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. §157; and adequate notice of the Motion and opportunity for objection having been given; and this Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a hearing before this Court on June ___, 2010 (the “Sale Hearing”); and it appearing that no other notice need be given; and it further appearing that the legal and factual

¹ The Debtors in these cases are as follows: Moll Industries, Inc., Case No. 10-11371 (MFW); Moll Holdings, Inc., Case No. 10-11372 (MFW); Moll Europe Holdings, LLC, Case No. 10-11373 (MFW); and Moll Latin America Holdings, LLC, Case No. 10-11374 (MFW).

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

bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause therefor:

THE COURT HEREBY FINDS THAT:³

Jurisdiction, Final Order and Statutory Predicates

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

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

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

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Notice of the Motion and the Sale

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

- i. the United States Trustee;
- ii. counsel to the Committee;
- iii. counsel to NexBank, SSB;
- iv. all parties that have requested special notice pursuant to Bankruptcy Rule 2002; and
- v. all Persons known or reasonably believed to have asserted a lien on or other interest in the Stock.

E. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing and the sale has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014. The foregoing notice was good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion or the Sale Hearing is necessary

Good Faith of Purchaser

F. Purchaser is purchasing the Stock in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (a) Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Stock; (b) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the sale of the Stock have been disclosed; (c) Purchaser has not violated section 363(n) of

the Bankruptcy Code by any action or inaction; and (d) the negotiation and execution of the APA and any other agreements or instruments related thereto was at arm's-length and in good faith.

Highest and Best Offer

G. The APA constitutes the highest and best offer for the Stock under the circumstances, and will provide a greater recovery for MEH's estate than would be provided by any other available alternative. The Debtors' determination that the Heads of Agreement and APA constitutes the highest and best offer for the Stock constitutes a valid and sound exercise of the Debtors' business judgment.

H. The Heads of Agreement and the APA represent a fair and reasonable offer to purchase the Stock under the circumstances of these chapter 11 cases. No other person or entity or group of entities has offered to purchase the Stock for greater economic value to MEH's estate.

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

J. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the sale. The Debtors are authorized pursuant to sections 105(a) and 363 to enter into the APA and sell the Stock free and clear of Encumbrances pursuant to the terms of the APA and this Order.

No Fraudulent Transfer

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

Validity of Transfer

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

M. The transfer of the Stock to the Purchaser will be, upon consummation of the sale transaction, a legal, valid, and effective transfer of the Stock, and vest the Purchaser with all right, title, and interest of the Debtors to the Stock free and clear of all Encumbrances accruing, arising or relating to any time prior to the closing date.

Section 363(f) Is Satisfied

N. The Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby if the sale of the Stock was not free and clear of all Encumbrances of any kind or nature whatsoever.

O. The Debtors may sell the Stock free and clear of all Encumbrances of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied.

Compelling Circumstances Exist for an Immediate Sale

P. To maximize the value of the Stock and preserve the viability of Moll Ireland's business, it is essential that the sale of the Stock occur on an expedited basis. Time is of the essence in consummating the sale.

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

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

General Provisions

1. The relief requested in the Motion is granted and approved, and the sale contemplated thereby and by the APA is approved as set forth in this Order.
2. All objections to the Motion or relief requested therein that have not been withdrawn, waived, or settled as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits or such objections have been otherwise satisfied or adequately provided for.

Approval of the APA

3. The APA and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.
4. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary or appropriate to (i) consummate the sale of the Stock to the Purchaser pursuant to and in accordance with the terms and conditions of the APA, (ii) close the sale as contemplated in the APA and this Order, and (iii) execute and deliver, perform under, consummate, implement and close fully the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the sale.
5. This Order shall be binding in all respects upon the Debtors, their estates, all creditors (whether known or unknown), and holders of equity interests in the Debtors, any holders of Encumbrances in or on Stock, the Purchaser and all successors and assigns of the Purchaser. This Order and the APA shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser and their respective successors and assigns.

Transfer of the Stock

6. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, MEH is authorized to transfer the Stock to the Purchaser upon execution of the APA, payment of the Purchase Price and Repayment of the Inter-Company Loan. Upon the closing, the Purchaser shall take title to and possession of the Stock, and such transfer shall constitute a legal, valid, binding and effective transfer of the Stock and, upon MEH's receipt of the Purchase Price and repayment of the Inter-Company Loan, shall be free and clear of all Encumbrances.

7. All persons and entities holding claims against the Debtors or Encumbrances or interests in the Stock arising under or out of, in connection with, or in any way relating to the Debtors, the Stock, or the transfer of the Stock to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser or its successors or assigns, their property or the Stock, such persons' purported claims against the Debtors or interests in and to the Stock.

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

9. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other

persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

Other Provisions

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

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

12. There are no brokers involved in consummating the sale and no brokers' commissions are due.

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

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

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

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

Date: June __, 2009

Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

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

Type: bk

Chapter: 11 v

Office: 1 (Delaware)

Assets: y

Judge: MFW

Case Flag: LEAD, CLMSAGNT,
PlnDue, DsclsDue**U.S. Bankruptcy Court****District of Delaware**

Notice of Electronic Filing

The following transaction was received from William A. Hazeltine entered on 6/3/2010 at 2:09 PM EDT and filed on 6/3/2010

Case Name: Moll Industries, Inc.**Case Number:** 10-11371-MFW**Document Number:** 99**Docket Text:**

Emergency Motion For Sale of Property under Section 363(b) *Authorizing Debtor Moll Europe Holdings, LLC to Sell Its Stock In Moll Industries Ireland Limited Free and Clear of Liens, Claims and Encumbrances* Filed by Moll Industries, Inc.. (Attachments: # (1) Exhibit A# (2) Exhibit B# (3) Exhibit C# (4) Exhibit D# (5) Exhibit E) (Hazeltine, William)

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

Document description:Main Document**Original filename:**C:\fakepath\Sale - Emergency Motion Irish Stock.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=983460418 [Date=6/3/2010] [FileNumber=8508796-0]
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Document description:Exhibit B**Original filename:**C:\fakepath\Sale - Emergency Motion Irish Stock - Exhibit B.pdf**Electronic document Stamp:**

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Document description:Exhibit C**Original filename:**C:\fakepath\Sale - Emergency Motion Irish Stock - Exhibit C.pdf**Electronic document Stamp:**