

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

IN RE:)	Chapter 11
)	Case No. 10-11371 (MFW)
MOLL INDUSTRIES, INC., <i>et al.</i> , ¹)	Jointly Administered
)	
Debtors.)	Objection Deadline: November 23, 2010 at 4:00 p.m.
)	Hearing Date: November 30, 2010 at 4:00 p.m.

NOTICE OF APPLICATION

PLEASE TAKE NOTICE THAT on November 9, 2010, The Debtors Filed Their *Application for an Order Pursuant to Sections 327, 328 and 1107(b) of the Bankruptcy Code Authorizing the Employment and Retention of NAI Piedmont Triad Commercial properties, Inc. as Real Estate Broker for the Debtors and Debtors In Possession* (the "Application") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that any objections to the Application must be made in writing, filed with the Bankruptcy Court, 824 Market Street, Wilmington, Delaware 19801 and served so as to actually be received by the undersigned counsel for the Debtors on or before **November 23, 2010 at 4:00 p.m., prevailing Eastern Time.**

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held before the Honorable Mary F. Walrath at the Bankruptcy Court, 5th Floor, Courtroom 4, on **November 30, 2010 at 4:00 p.m., prevailing Eastern Time.**

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. 411
Date 11-9-10

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTION OR OTHER RESPONSE TO THE MOTION IS TIMELY FILED IN ACCORDANCE WITH THE PROCEDURES SET FORTH ABOVE, THE BANKRUPTCY COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: November 9, 2010
Wilmington, Delaware

SULLIVAN • HAZELTINE • ALLINSON LLC

/s/ William A. Hazeltine

William A. Hazeltine (No. 3294)
4 East 8th Street, Suite 400
Wilmington, DE 19801
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Attorneys for the Debtors and Debtors-in-Possession

**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
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Debtors.) **Objection Deadline: November 23, 2010 at 4:00 p.m.**
) **Hearing Date: November 30, 2010 at 4:00 p.m.**

**APPLICATION PURSUANT TO SECTIONS 327, 328 AND 1107(b) OF THE
BANKRUPTCY CODE, FED. R. BANKR. P. 2014(a) AND DEL. BANKR. L. R. 2014-1
FOR AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF NAI
PIEDMONT TRIAD COMMERCIAL PROPERTIES, INC., AS REAL ESTATE
BROKER FOR THE DEBTORS AND DEBTORS-IN-POSSESSION**

Moll Industries, Inc., and its affiliated debtors (the "Debtors"), debtors and debtors-in-possession in the above captioned Chapter 11 cases, hereby submit this application (the "Application"), pursuant to sections 327, 328 and 1107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States of Bankruptcy Court for the District of Delaware, for an order authorizing the Debtors' retention of NAI Piedmont Triad Commercial Properties, Inc., ("NAI" or the "Firm") as North Carolina real estate broker. In support of this Application, the Debtors state the following:

JURISDICTION

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

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. The statutory bases for the relief requested herein are sections 105(a), 327(e) and 328(a) of Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 2014, 2016 and 5002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

BACKGROUND

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

4. The Debtors are a significant provider of global injection molding and full-service contract manufacturing solutions for the medical, appliance, industrial, consumer and automotive markets. They are also specialists in drug delivery, surgical devices, enclosures and fluid delivery products, and are considered one of the most experienced full-service contract manufacturer of custom injection molded components and assemblies to the appliance industry in North America. They have registered medical device establishment with the FDA in their manufacturing facility in Seagrove, North Carolina.

RELIEF REQUESTED

5. By this Application, the Debtors seek entry of an order authorizing the employment and retention of NAI as real estate broker to the Debtors with respect to the real property at the Seagrove, North Carolina facility² (the “Property”) upon the terms and conditions contained in the Exclusive Right to Sell Listing Agreement (the “Agreement”), which is attached

² The property consists of four buildings totaling 130,895 square feet and acreage of approximately 20.29 + or – acres.

hereto as Exhibit A.

6. The Debtors are retaining NAI to market and sell the Property.

7. Under the Agreement, NAI has authority to, among other things, place a sign on the Property; to advertise, and share information with listing or information exchange services.

COMPENSATION

8. Pursuant to the Agreement and in consideration of the services provided by the Firm, NAI will be entitled to receive as its sole compensation the commission of 6% of the gross sales price of the Property. If no other broker is involved in the sale, the commission shall be adjusted to 5% of the gross sales price.

DISINTERESTEDNESS

9. As required by Bankruptcy Rule 2014 and Local Rule 2014-1, a representative of the Firm will submit a declaration setting forth the Firm's connections, if any, with the Debtors, their creditors, parties-in-interest, the United States Trustee and any person employed in the Office of the United States Trustee (the "Declaration").

10. Except as will be set forth in the Declaration, to the best of the Debtors' knowledge, NAI: (a) does not have any connection with the Debtors, their affiliates, their creditors or any other party-in-interest or their respective attorneys and accountants; (b) is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code; and (c) does not hold or represent any interest adverse to the Debtors or their estates.

BASIS FOR RELIEF

11. Section 327 of the Bankruptcy Code governs a debtor's employment of "professional persons" to represent a debtor-in-possession in carrying out its duties under the Bankruptcy Code. See 11 U.S.C. § 327(a).

12. The Debtors seek approval of the Agreement pursuant to Section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtor, "with the court's approval, may employ or authorize the employment of a professional person under section 327... on any reasonable terms and conditions of employment..." 11 U.S.C. § 328(a).

13. Section 328 of the Bankruptcy Code permits the compensation of professionals on flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in In re National Gypsum Co.:

Prior to 1978, the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. The uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award professional consultants reasonable compensation based on relevant factors of time and comparable costs, etc. Under present § 328 the professionals may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

123 F.3d 861, 862 (5th Cir. 1997) (citations omitted).

14. The Debtors believe that the relief requested herein will aid in the Debtors' efforts to maximize the value of the Property for the benefit of the Debtors' estates, their creditors and other parties-in-interest. The Firm has significant experience in the marketing and selling of commercial properties in North Carolina. The Debtors believe that NAI is well-qualified and able to provide the services to the Debtors in an efficient and timely manner. NAI has indicated a willingness to act on behalf of the Debtors with respect to the services and subject itself to the

jurisdiction and supervision of the Court.

15. The Agreement appropriately reflects the nature and scope of the services to be performed by NAI. The Debtors understand and believe that the commission structure set forth in the Agreement is consistent with the commission structures typically utilized by NAI and other similar professionals in North Carolina. Accordingly, the Debtors are requesting that the Court approve NAI's employment and retention.

NOTICE

16. Notice of this Application has been served on (i) the Office of the United States Trustee for the District of Delaware; (ii) NexBank, as Administrative Broker and Collateral Broker for the Debtors' pre-petition secured lenders; (iii) counsel for the Official Committee of Unsecured Creditors; and (iv) all parties that have requested special notice pursuant to Bankruptcy Rule 2002.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an Order, substantially in the form attached hereto as Exhibit B, authorizing the Debtors to employ and retain NAI as real estate broker for the Debtors, and grant such other further relief as is just and proper.

Dated: November 9, 2010
Wilmington, Delaware

SULLIVAN • HAZELTINE ALLINSON • LLC

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

Attorney for the Debtors and Debtors-in-Possession

Exhibit A



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement is by and between
NAI Piedmont Triad Commercial Properties, Inc.
(Name of Firm), hereinafter known as "Firm" and
Moll Industries

hereinafter known as "Client".

In consideration of Firm's agreement to list the following described property, hereinafter known as "Property", for sale and to use its efforts to find a buyer, Client agrees with Firm as follows:

- 1. EXCLUSIVE RIGHT TO SELL:** For a period extending until midnight on October 31, 2011, Firm shall have the exclusive right to sell the Property as agent of Client at the price and on the terms set forth below, or upon such other terms as may be agreed upon in writing by Client with any buyer. Client represents that, as of the commencement date of this Agreement, Client is not a party to a listing agreement with any other firm.
- 2. BROKER COOPERATION/AGENCY RELATIONSHIPS:** Firm has advised Client of Firm's general company policy regarding cooperating with subagents, buyer agents or dual agents. Client has received and read the "Working with Real Estate Agents" publication and authorizes the Firm to compensate (subject to paragraphs 7b.(i) and 7b.(ii)) and cooperate with the following (Firm agrees to inquire of all agents at the time of initial contact as to their agency status): (CHECK ALL APPLICABLE AGENCIES)

- subagents of Client
- buyer agents
- dual agents representing both Client and the buyer in the same transaction (subject to the terms of the attached Dual Agency Addendum).

- 3. PROPERTY: (Address)** Moll Industries, US Highway 220A South, Seagrove, North Carolina
(Legal Description/Description)
Buildings (4) totally 130,895 square feet and acreage of approximately 20.29 + or - acres. More fully described in Deed Book 1400 at Page 1009 in the Randolph Registry of Deeds.

- See attached Exhibit "A" for legal description/description of premises.

4. LISTING TERMS:

Sale Price: \$875,000.00
Client Financing Terms: Cash at Closing
Possession Delivered: At Closing
Other Terms:
n/a

- See attached Exhibit n/a for additional listing terms.

ADVERTISING AND DATABASE LISTINGS: In connection with the marketing and sale of the Property, Client authorizes and directs Firm: (CHECK ALL APPLICABLE SECTIONS)

- to place a sign on the Property. Client shall remove all other signs.
- to advertise the Property, including, but not limited to, placing information about the Property on the Internet either directly or through a program of any listing service and/or information exchange of which the Firm is a member.
- to permit other firms who belong to any listing service or information exchange of which the Firm is a member to advertise the Property on the Internet in accordance with the rules and regulations of the listing service or information exchange.
- to submit pertinent information concerning the Property to any listing service or information exchange of which Firm is a member and to furnish to such listing service or information exchange notice of all changes of information concerning the Property authorized in writing by Client. Client authorizes Firm, upon execution of a sales contract for the Property, to notify the listing service or information exchange of the pending sale, and upon closing of the sale, to disseminate sales information, including sales price, to the listing service or information exchange, appraisers and real estate licensees.



MARKETING EXPENSE: In the event that the Property does not sell during the term of this Agreement, Client shall nonetheless be obligated to reimburse Firm for actual documented expenses incurred in marketing the Property up to the amount of \$ 0.00.

5. SPECIAL PROVISIONS:

n/a

See attached Exhibit n/a for special provisions.

6. COOPERATION WITH FIRM:

a. **Exclusive Rights:** Client agrees to cooperate with Firm to facilitate the sale of the Property. Property may be shown only by appointment made by or through Firm. Client immediately shall refer to Firm all inquiries or offers it may receive regarding the Property. Client agrees to cooperate with Firm in bringing about a sale of the Property. All negotiations shall be conducted through Firm. Firm shall be identified as the contact firm with all state and local economic development agencies being notified of the Property's availability.

b. **Services:** No management services, repair services, collection services, notices, legal services or tax services shall be provided by Firm. In the event that Firm does procure any of these services at the request of Client, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Client and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Client. This exclusion of liability and responsibility shall not apply in the event that Firm directly contracts with Client to provide any such service.

7. COMMISSIONS: The amount, format or rate of real estate commission is not fixed by law. Commissions are set by each broker individually and may be negotiable between a firm and its client.

a. Sales Commissions:

(i) Commissions shall be earned when Seller accepts an unconditional offer from buyer or when all conditions have been met following Client's acceptance of a conditional offer from buyer, whether buyer is procured by Firm, the Client or anyone else during the term of this Agreement. Client shall pay Firm a commission equal to six percent (6 %) of the gross sales price of the Property, or the sum of n/a (\$ n/a), whichever is greater, and/or other:

n/a
Commission shall be paid in cash or by bank check. Gross sales price includes any and all consideration received or receivable, in whatever form, by Client including, but not limited to, the assumption or release of existing liabilities. Client shall pay the commission upon delivery of the deed or other evidence of transfer of title or interest; provided, however, if the transaction involves an installment contract, then Client shall pay the commission upon the signing of such installment contract. In the event of any breach by Client of any contract of purchase and sale, it is understood and agreed that the commission remains earned and payable upon notice given by Client to buyer of Client's intent not to proceed with such sale, notwithstanding the basis of such intent not to proceed. In the event Client contributes or conveys the Property or any interest therein to a joint venture, partnership or other business entity or executes an exchange, the commission shall be calculated on the fair market value of the Property or interest therein contributed, conveyed, transferred or exchanged and is payable at the time of the contribution, conveyance, transfer or exchange. If Client is a partnership, corporation or other business entity, and an interest in the partnership, corporation or any other business entity is transferred, whether by merger, outright purchase, or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Client at the time of the transfer.

If this box is checked, notwithstanding the foregoing, in the event that there is no cooperating agent involved in a sale transaction, the commission stated in (i) above shall be adjusted to Five percent (5 %) of the gross sales price of the Property or n/a (\$ n/a), whichever is greater, and/or other:

n/a
For purposes of this subsection only, "cooperating agent" shall mean any agent other than the individual licensee signing on behalf of Firm below.

(ii) **Options:** 0.00 % of any option fees shall be paid to Firm at the time such monies are paid to Client, said amount to be applied to commissions payable pursuant to Paragraph 7.a.(i), provided, Firm shall not be paid, on account of this provision, an amount in excess of its entitlement pursuant to Paragraph 7.a.(i).

(iii) Should there be a forfeiture of earnest money, Firm shall be entitled to 0.00 % of same, provided that Firm shall not receive an amount in excess of the commission set forth in Paragraph 7.a.(i).

b. General Commissions Provisions:

(i) Firm shall not be required to compensate or pay any commission to, either directly or indirectly, a buyer who seeks to be compensated or paid a commission in connection with any transaction pursuant to this Agreement.

(ii) If Firm has worked directly with a buyer in connection with the Property, either as a client or a customer, and such relationship is evidenced in writing (either by a CONFIRMATION OF AGENCY RELATIONSHIP AND REGISTRATION STATEMENT - NCAR

PREPARED BY: Robert M. Lewis, Manager

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Client shall not be liable to the Firm for the payment of commission if any contract of purchase or sale is terminated due to a breach by the buyer.

Form 510 - or substantially similar registration document), then Firm may not compensate or pay any commission to another real estate agent (not associated with Firm) in connection with any transaction pursuant to this Agreement involving said registered buyer.

(iii) In the event Client fails to make payments within the time limits set forth in this Agreement, then the delinquent amount shall bear interest from the date due until paid at the maximum rate permitted in the state of North Carolina. If Firm is required to institute legal action (including mediation or arbitration) against Client relating to this Agreement, Firm shall be entitled to costs of such action.

(iv) In the event Client sells or otherwise disposes of its interest in the Property, Client shall remain liable for payment of the commissions provided for in this Agreement, including, without limitation, the commission obligations set forth in Paragraph 7.a. unless the purchaser or transferee assumes all of such obligations in writing and Firm agrees in writing to such assumption.

(v) "Buyer" and "registered prospect" as used herein shall be deemed to include, but not be limited to, their successors or assigns, agents, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of such buyer or registered prospect.

8. REGISTERED PROSPECTS:

a. **Prior Listing Agreements:** If the Property was exclusively listed for sale with another agency prior to this Agreement, then Client shall provide Firm in writing the names of registered prospects and the duration of the protection period under the prior listing agreement. If Client provides such information to Firm within twenty (20) days of the date of this Agreement, then a direct or indirect sale or agreement to sell during such protection period to a registered prospect is excluded from this Agreement.

b. **Later Sale To Registered Prospect:** If within 120 days after the expiration of this Agreement (the "Protection Period"), Client directly or indirectly sells or agrees to sell the Property to a party to whom Firm (or any other agent acting for or through Firm) has communicated concerning the Property during the term of this Agreement, Client shall pay Firm the same commission to which Firm would have been entitled had the sale been made during the term of this Agreement; provided that names of prospects are delivered or postmarked to Client within fifteen (15) days after the expiration of the exclusive listing period. **In the event the Property is exclusively listed for sale with another agency after the expiration of this Agreement and Client directly or indirectly sells or agrees to sell the Property to a registered prospect during the Protection Period, then Client shall pay to Firm the commission provided for in Paragraph 7.**

9. **LEASE PROTECTION PROVISION:** In the event that the Property is leased during the term hereof, it is acknowledged that Firm shall nonetheless earn a commission upon execution of such lease agreement. The parties agree to act in good faith in determining that the commission is an amount reasonable in this area for the type of Property.

10. **AUTHORITY:** Client represents and warrants to Firm that it has the right to offer the Property for sale. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

11. **BANKRUPTCY:** In the event that the Property comes under the jurisdiction of a bankruptcy court, Client shall immediately notify Firm of the same and, if Client is the subject of bankruptcy, shall promptly take all steps necessary to obtain court approval of Firm's appointment to sell the Property, unless Firm shall elect to terminate this Agreement upon said notice.

12. **INDEMNIFICATION:** Client represents and warrants that the information set forth herein and any other information as may be furnished to Firm by Client, including information relating to environmental matters, is correct to the best of Client's knowledge. Firm shall have no obligation or responsibility for checking or verifying any such information, except as may be required by law. ~~Client shall indemnify Firm for any and all loss or damage sustained by Firm as a result of (i) Firm's or Client's furnishing such information to a buyer or anyone else; and (ii) the presence of storage tanks on, or the presence or release of hazardous substances, materials and wastes on or from the Property.~~

13. **PARTIES AND BENEFITS:** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives. Client agrees that at any time during the term of this Agreement, Firm may ~~either assign Firm's rights and responsibilities hereunder to another real estate agency, or~~ transfer to another person or entity all or part of the ownership of Firm's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Client may terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Client's intent to terminate this Agreement.

14. **ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; GOVERNING LAW:** This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included. It shall not be deemed a breach of this Agreement for Firm to comply with an order resulting from an arbitration conducted by a REALTOR® association or issued by a court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

PREPARED BY: Robert M. Lewis, Manager
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or elected
provided, however, that this Agreement shall not be binding upon any trustee appointed in the Client's pending bankruptcy case without the agreement of such trustee.

15. EIFS/SYNTHETIC STUCCO: To the best of Client's actual knowledge, the Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows (If the Client does not wish to disclose, please note "No Representations"):
n/a

16. INTELLECTUAL PROPERTY RIGHTS: Client grants to Firm and any listing or commercial database service in which Firm or its agents participate a non-exclusive, perpetual license to use any information, photographs, drawings or other Intellectual property that Client provides to Firm, including the rights to display, reproduce or make derivative works from the intellectual property.

THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Moll Industries
CLIENT Jeffrey Merritt DATE 11/9/10
By: Jeffrey Merritt, Chief Restructuring Officer

FIRM:
NAI Piedmont Triad Commercial Properties, Inc. (SEAL)
(Name of Firm)

By: Robert M. Lewis 10-29-2010 (SEAL)
Name: Robert M. Lewis, CCIM
Individual License #: North Carolina 137233
Date: October 29, 2010
Address: 3005 South Church Street
Burlington, North Carolina 27215
Phone: 336-214-1799 call : 336-358-3228 direct
Facsimile: 336-586-1992
E-mail: blewis@naipt.com or rlewis@ccim.net

Exhibit B

**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.)

**ORDER APPROVING THE APPLICATION PURSUANT TO SECTIONS 327, 328
AND 1107(b) OF THE BANKRUPTCY CODE, FED. R. BANKR. P. 2014(a) AND
DEL. BANKR. L. R. 2014-1 FOR AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF NAI PIEDMONT TRIAD
COMMERCIAL PROPERTIES, INC., AS REAL ESTATE AGENT
FOR THE DEBTORS AND DEBTORS-IN-POSSESSION**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order authorizing the employment and retention of NAI Piedmont Triad Commercial Properties, Inc. (“NAI”) as the Debtors’ real estate agent in connection with the sale of the Property, upon the terms and conditions contained in the Agreement attached as Exhibit A to the Application; it appearing that the relief requested is in the best interest of the Debtor’s estate, its creditors and other parties-in-interest; the Court finding that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), venue of this proceeding and the Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409, notice of the Application and the opportunity for a hearing on the Application is appropriate under the particular circumstances and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED:

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 Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

1. The Application is granted in its entirety.
2. In accordance with 11 U.S.C. §§ 327(a), 328(a) and 1107(a), the Debtors are authorized and empowered to retain and employ NAI as the Debtors' real estate broker in this case pursuant to the terms set forth in the Agreement.
3. The Agreement is approved pursuant to 11 U.S.C. § 328(a) and the Debtors are authorized to pay, reimburse and indemnify NAI according to the terms in the Agreement upon the closing on a sale of the Property approved by the Court without further order from the Court.
4. NAI shall be compensated in accordance with the procedures set forth in 11 U.S.C. § 328, the Bankruptcy Rules, the Local Rules and no other such orders is necessary.
5. The Debtors are authorized to take all action necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.
6. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
7. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2010

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, Sealed Doc(s)

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

Notice of Electronic Filing

The following transaction was received from William A. Hazeltine entered on 11/9/2010 at 5:48 PM EST and filed on 11/9/2010

Case Name: Moll Industries, Inc.**Case Number:** 10-11371-MFW**Document Number:** 411**Docket Text:**

Application to Employ/Retain NAI Piedmont Triad Commercial Properties, Inc. as Real Estate Broker Filed by Moll Industries, Inc.. Hearing scheduled for 11/30/2010 at 04:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #4, Wilmington, Delaware. Objections due by 11/23/2010. (Attachments: # (1) Notice) (Hazeltine, William)

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

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

[STAMP bkecfStamp_ID=983460418 [Date=11/9/2010] [FileNumber=9038511-0] [8ebe8d7745bfca0e821e4a61cdc6b814ec9d932595968a3b5c110e6379534da18c32c924bed145264801e3a9f1be1fd58ada2f6552fe6d8ee8679cac78c2052e]]

Document description:Notice**Original filename:**C:\fakepath\NAI Application - Not.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=983460418 [Date=11/9/2010] [FileNumber=9038511-1] [484d21181bca39dc0fe4d0866eae3f0bbc41b2db4459966022652f6c7df41c added2c4ede3947a8a80015aa0b9e7afc9ddd1dd6a3c73ee6e27ff4993c524a8e276]]

10-11371-MFW Notice will be electronically mailed to:

Elihu Ezekiel Allinson, III on behalf of Debtor Moll Industries, Inc.

ZAllinson@SHA-LLC.com, ecf@williamsullivanllc.com;KDavis@SHA-LLC.com;hcoleman@sha-llc.com

Donald F. Baty on behalf of Creditor Aastrom Biosciences, Inc.