

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

In re:

DIAMOND GLASS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 08-10601 (CSS)
)
) (Jointly Administered)
)
) Ref. Docket No. 14

**ORDER, PURSUANT TO 11 U.S.C. §§ 105(A), 363, 365, 503, AND 507 AND FEDERAL
BANKRUPTCY RULES 2002, 6004, 6006, AND 9014, (A) APPROVING BID
PROCEDURES FOR SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS;
(B) SCHEDULING A HEARING TO CONSIDER THE SALE AND APPROVING THE
FORM AND MANNER OF NOTICES; (C) ESTABLISHING PROCEDURES FOR
ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS, INCLUDING
NOTICE OF PROPOSED CURE AMOUNTS; (D) AUTHORIZING PAYMENT OF
AN EXPENSE REIMBURSEMENT; AND (E) GRANTING RELATED RELIEF**

Upon the Motion² of Diamond Glass, Inc. ("Diamond Glass"), and DT Subsidiary Corp. ("DT Subsidiary" and together with Diamond Glass, the "Debtors"), dated April 1, 2008, requesting the entry of an order, pursuant to sections 105(a), 363, 365, 503, and 507 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), (A) approving certain bid procedures, which are attached hereto as Exhibit 1 (the "Bid Procedures"), for the proposed sale of substantially all of Debtors' Assets, as more fully set forth in that certain asset purchase agreement (the "APA") by and between Debtors and Diamond Glass Acquisition, LLC or its assignee(s) or designee(s) (the "Stalking Horse Bidder"); (B) scheduling a hearing (the "Sale Hearing") and approving the form and manner of notice of the Auction and the Bid Procedures; (C) establishing procedures for assumption and assignment

¹ The Debtors in these proceedings are: Diamond Glass, Inc. (Tax ID No. XX-XXX8853); and DT Subsidiary Corp., a wholly owned subsidiary of Diamond Glass (Tax ID No. XX-XXX3494), each with a mailing address of 220 Division Street, Kingston, PA 18704. Diamond Glass, Inc. is formerly known as Diamond Glass Companies, Inc. and Diamond Triumph Auto Glass, Inc.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the APA (defined below) or in the Bid Procedures (defined below), as applicable.

of certain Designated Contracts, including notice of proposed cure amounts; (D) authorizing the Debtors to pay to Stalking Horse Bidder an expense reimbursement under certain terms and conditions set forth more particularly below; and (E) granting related relief (the "Motion"); and the Court having determined that, to the extent set forth herein, the relief requested in the Motion is in the best interests of Debtors, their estates, and the creditors and other parties-in-interest thereof; due and appropriate notice of the Motion and the relief requested therein was provided by Debtors pursuant to Rules 2002(a)(2), 6004(a), 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Bankruptcy Rule 9013-1(m), on the following parties: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to Guggenheim Corporate Funding, LLC ("Guggenheim"), as agent for the Debtors' prepetition secured lender and proposed postpetition secured lenders; (iii) creditors holding the thirty (30) largest unsecured claims against the Debtors' estates (on a consolidated basis); (iv) counsel to the Indenture Trustee under the Indenture; and (v) counsel to certain of the Noteholders; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

FOUND, CONCLUDED AND DECLARED THAT:³

A. This Court has jurisdiction over this matter and over the property of Debtors and their bankruptcy estates pursuant to 28 U.S.C. §§ 157(a) and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (L) and (O).

B. Notice of the hearing on the Motion, the Motion, and the proposed entry of this Order have been provided to the parties identified in the opening paragraph of this Order. Under the circumstances, requisite notice of the Motion, the relief requested thereby and this Order has

³ When appropriate, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact. See Fed. R. Bankr. P. 7052.

been provided in accordance with Bankruptcy Rules 2002(a)(2), 6004(a), 6006 and 9014, which notice is sufficient for all purposes under the Bankruptcy Code, including, without limitation, section 102(1) of the Bankruptcy Code. No further notice of, or hearing on, the Motion or this Order is necessary or required.

C. The Debtors' proposed notices (in substantially the form attached to this Order as Exhibits "2" and "3") of (i) the Proposed Sale of the Assets, (ii) the assumption and assignment of the Designated Contracts and any Cure Costs payable thereon, as described or referred to in the APA, (iii) the APA, and the terms contained therein, and (iv) the Bid Procedures, are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Proposed Sale of the Assets, the Auction, the assumption and assignment of the Designated Contracts, the APA, and the Bid Procedures to be employed in connection therewith.

D. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion regarding the Bid Procedures and the sale of the Assets. The Bid Procedures, including the proposed expense reimbursement payable to the Stalking Horse Bidder, were negotiated in good faith by the Debtors and the Stalking Horse Bidder and are reasonable and appropriate.

E. The Stalking Horse Bidder has expended, and likely will continue to expend, considerable time, money, and energy pursuing the Proposed Sale and has engaged in extended arm's length and good faith negotiations. The APA is the culmination of these efforts. Recognizing this expenditure of time, energy, and resources, the Debtors have agreed to limited bid protections, including bid qualifications, an initial Overbid, and the expense reimbursement payable to the Stalking Horse Bidder. These bid protections (1) were a material inducement for, and a condition of, the Stalking Horse Bidder's entry into the APA, (2) are fair, reasonable and

appropriate in view of the fact that such protections will increase the chances that the Auction will be meaningful, (3) will not chill the bidding process, (4) were negotiated by the parties in good faith and at arm's length, and, thus, Debtors and their estates will receive the highest and/or best offer for the Assets. The expense reimbursement payable in accordance with the Bid Procedures are actual and necessary costs and expenses of preserving Debtors' estates, within the meaning of section 503(b) of the Bankruptcy Code, and commensurate to the real and substantial benefit conferred upon the Debtors' estates by the Stalking Horse Bidder. The Debtors have demonstrated a sound business justification for such bid protections proposed in the Bid Procedures.

F. The APA represents the best offer the Debtors have received to date as a result of their prepetition efforts to market the Assets for sale, with the aid of their advisor, National City Investments, Inc. ("NatCity").

G. The entry of this Order is in the best interests of the Debtors, their estates, and their creditors, and other parties-in-interest; and it is therefore

ORDERED, ADJUDGED AND DECREED THAT:

1. Pursuant to sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, the relief requested in the Motion is granted on the terms and conditions of this Order.

2. The Bid Procedures, including the proposed expense reimbursement payable to the Stalking Horse Bidder, attached hereto as Exhibit "1", are hereby approved and fully incorporated into this Order, and shall apply with respect to the proposed sale of the Assets. The Debtors are authorized to take any and all actions necessary to implement the Bid Procedures.

3. Payment of the Expense Reimbursement under the conditions set forth in the Bid Procedures is approved and directed upon the conditions set forth herein, and the Stalking Horse Bidder shall be entitled to the payment of such amounts to the extent set forth therein. If the

APA is terminated for any reason by the Debtors (assuming that the Stalking Horse Bidder is ready, willing and able to perform under the APA), and if payment of the Expense Reimbursement is triggered under the terms of the Bid Procedures, each of the Debtors is authorized and directed, without the need for any notice, application, motion or further order of this Court, to pay the Stalking Horse Bidder the Expense Reimbursement in the manner set forth in the Bid Procedures, provided, however, that on or before the date that is no later than 15 calendar days before the Auction Date, the Stalking Horse Bidder shall provide to the Debtors, the U.S. Trustee and counsel to the Creditors' Committee, the good faith estimate of the total amount of the actual and reasonable out-of-pocket expenses incurred (or expected to be incurred) by the Stalking Horse Bidder for which the Stalking Horse Bidder intends to seek reimbursement pursuant to the Expense Reimbursement (along with copies of the invoices (if available) relating to such expenses). Notwithstanding anything contrary contained in the Motion, the APA (as amended), or the Bid Procedures, the Debtors' aggregate liability under the Expense Reimbursement shall not exceed \$500,000.00. The Expense Reimbursement shall constitute an allowed administrative expense claim arising in the chapter 11 cases of each of the Debtors under sections 503(b) and 507(a)(1) of the Bankruptcy Code. If the Auction results in the selection of a successful bidder other than the Stalking Horse Bidder (unless the Debtor previously terminated or breached the APA), the Debtors shall pay the Expense Reimbursement to the Stalking Horse Bidder pursuant to the Bid Procedures (to the extent not already paid) directly from the net proceeds of any sale of the Debtors' Assets to such successful bidder, regardless of any other competing liens on or claims to such sale proceeds. The Expense Reimbursement shall be deemed to be included in the stated amount of any bid equal to or greater than the Initial Minimum Overbid Amount.

4. In conjunction with the Sale, Guggenheim, as agent, is authorized in its sole discretion to arrange for the benefit of any Qualified Bidder certain financial accommodations (the "Bidder Financing Proposal") that would enable such Qualified Bidder, if it so desires, to borrow up to \$25 million, pursuant to and subject to the terms and conditions set forth on the "Summary of Terms and Conditions" annexed as Exhibit "A" to the Bid Procedures to support its Qualified Bid to purchase all of the Assets, but only if such bidder is determined to be the Successful Bidder after the Auction (the "Acquisition Facility"). The Bidder Financing Proposal and the Acquisition Facility contemplated thereunder would, in accordance with the Summary of Terms and Conditions, be made available only upon the execution of a definitive commitment letter (the "Commitment Letter") by both Guggenheim (as agent for the lenders under the Acquisition Facility) and the Successful Bidder, as borrower, on terms and conditions acceptable to Guggenheim in its sole discretion. Proceeds of loans under the Acquisition Facility shall be used in accordance therewith to fund in part the purchase price under the Successful Bidder's asset purchase agreement, with the remaining balance of such purchase price to be paid by the Successful Bidder through a cash investment made by the Successful Bidder, with all such cash proceeds to be paid by the Successful Bidder directly to Guggenheim at the closing and applied by Guggenheim as described in the Summary of Terms and Conditions.

5. A reasonable opportunity to object to the relief requested in the Motion, including the Sale Procedures, has been afforded to (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to Guggenheim, the Debtors' prepetition secured lender and proposed postpetition secured lender; (iii) creditors holding the thirty (30) largest unsecured claims against the Debtors' estates (on a consolidated basis); (iv) counsel to the Indenture Trustee under the Indenture; (v) counsel to certain of the Noteholders; and (vi) those parties requesting

notice pursuant to Bankruptcy Rule 2002, in accordance with Del. Bankr. L.R. 2002-1(b).

6. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled, as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are hereby overruled.

7. A Qualified Bidder that wants to make a Bid shall deliver written copies of its Bid⁴ to the Notice Parties not later than 12:00 p.m. (Eastern Time) on June 6, 2008 (the "Bid Deadline") and shall comply with the requirements set forth in the Bid Procedures for making such Bid. The Notice Parties who receive Bids shall not disclose the contents or terms of such Bids to any party who is not a Notice Party.

8. The Debtors and their advisors shall: (a) determine whether a Potential Bidder is a Qualified Bidder; (b) coordinate the efforts of Bidders in conducting their due-diligence investigations, as permitted by the provisions herein; (c) receive offers from Qualified Bidders; and (d) negotiate any offers made to purchase the Assets (collectively, the "Bid Process"). The Debtors shall have the right, in consultation with counsel to the Creditors' Committee, to adopt such other rules for the Bid Process (including rules that may depart from those set forth herein) that, in their reasonable discretion, will better promote the goals of the Bid Process.

9. Only if a Qualified Bid (other than a Bid submitted by the Stalking Horse Bidder) is received by the Bid Deadline, shall the Debtors conduct an Auction to determine the highest and/or best Bid with respect to the Assets.

10. The Auction shall commence on June 5, 2008, at 9:00 a.m. (Eastern Time); at the offices of Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801.

11. The procedures as set forth in the Motion and Bid Procedures for conducting the

⁴ Unless otherwise indicated, all defined terms have the meaning set forth in the APA.

Auction, as modified herein, are hereby approved in their entirety.

12. The Debtors shall have the right, as they may reasonably determine to be in the best interests of their estates and in consultation with counsel to the Creditors' Committee, to:

- (i) determine which bidders are Qualified Bidders; (ii) determine which Bids are Qualified Bids;
- (iii) determine which Qualified Bid is the highest and best proposal and which is the next highest and best proposal, (iv) reject any Bid that is (a) inadequate or insufficient, (b) not in conformity with the requirements of this Order or the requirements of the Bankruptcy Code or (c) contrary to the best interests of the Debtors and their estates; (v) waive terms and conditions set forth herein with respect to all potential Bidders, (vi) impose additional terms and conditions with respect to all potential Bidders, (vii) extend the deadlines set forth herein, (viii) adjourn or cancel the Auction and/or Sale Hearing in open court without further notice; (ix) remove some or all of the Assets from the Auction, and (x) modify the Bid Procedures as they may determine to be in the best interests of their estates or to withdraw the Sale Motion at any time with or without prejudice. Without limiting the generality of the foregoing, the Debtors may determine to distribute or not distribute copies of other Qualified Bids to other Qualified Bidders prior to or during the Auction, provided that the Debtors shall not implement sealed bidding.

13. In their reasonable discretion, the Debtors may, in consultation with counsel to the Creditors' Committee, adopt additional rules for the Auction at or prior to the Auction that will better promote the goals of the Auction and that are not inconsistent with any of the provisions of this Order.

14. The Debtors shall sell the Assets to the Successful Bidder upon approval of the Successful Bid by this Court after the Sale Hearing.

15. All interested parties reserve their right to object to the Debtors' selection of the

Successful Bidder including the assignment of any of such objector's Assumed Executory Contract thereto, provided, however, that any objection to such assignment on the basis of the Cure Cost must be made and/or reserved as set forth in this Order.

16. The Sale Hearing shall be held by the Bankruptcy Court on June 6, 2008, at 10:00 a.m. (Eastern Time), located at 824 North Market Street, 5th Floor, Wilmington, DE. The Sale Hearing may be adjourned, from time to time, without further notice to creditors or other parties-in-interest other than by announcement of said adjournment before this Court or on this Court's calendar on the date scheduled for said hearing.

17. At or before the Sale Hearing, the Debtors shall be authorized, but not required, to impose such other terms and conditions as the Debtors may determine to be in the best interests of their estates and creditors and other parties in interest thereof not inconsistent with the provisions of this Order.

18. Following the approval of the sale of the Assets to the Successful Bidder at the Sale Hearing, if such Successful Bidder fails to consummate an approved sale within thirty (30) days after entry of an Order approving the Sale, the Debtors shall be authorized, but not required, to deem the Back-up Bid, as the Successful Bid or Back-up Bid, and the Debtors shall be authorized, but not required, to consummate the sale with the Qualified Bidder submitting such Bid without further notice or order of the Bankruptcy Court. The Sale Hearing may be adjourned or rescheduled without notice other than by announcement of the adjourned date at the Sale Hearing.

19. Good Faith Deposits of the Successful Bidder shall be applied to the purchase price of such transaction at Closing. Good Faith Deposits of all other Qualified Bidders shall be held in an interest-bearing escrow account until two (2) days after Closing of the transactions

contemplated by the Successful Bid, and thereafter returned to the respective bidders. If a Successful Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Debtors shall be entitled to retain the Good Faith Deposit as part of their damages resulting from the breach or failure to perform by the Successful Bidder.

20. The Stalking Horse Bidder (for itself, as agent for its affiliates and the Lenders, and as designated and directed by Guggenheim) is for all purposes a secured creditor of the Debtors, and holds Liens and Claims in and against the Debtors and their estates. Pursuant to this Order, the Stalking Horse Bidder (for itself, as agent for its affiliates and the Lenders, and as designated and directed by Guggenheim) has an allowed secured claim in an amount equal to the sum of: (i) the aggregate amount of the outstanding obligations owing under the debtor-in-possession credit agreement, dated on or about April 1, 2008, between Diamond Glass, as borrower, DT Subsidiary, as subsidiary guarantor, and Guggenheim, as agent for the financial institutions identified as lenders therein (as amended, the "DIP Financing"), plus (ii) the aggregate amount of the outstanding obligations due under the Credit Agreement, dated as of January 12, 2007, as entered into by and among Diamond Glass, the financial institutions listed therein, as lenders, and Guggenheim, as agent for the lenders, as amended, with DT Subsidiary, as subsidiary guarantor (the "Credit Agreement") ((i) and (ii) together, the "Allowed Claim"). Pursuant to this Order, the Stalking Horse Bidder is hereby authorized to credit bid as consideration for the Purchase Price and in accordance with the APA up to the aggregate amount of the Allowed Claim (determined as of the date of the Auction, if any, or the closing date of the sale to the Stalking Horse Bidder under the APA, whichever date is applicable), less the aggregate amount of the cash collateral (as determined as of the applicable date) held or

controlled by Guggenheim that secures the obligations owing to Guggenheim under the Levine Guaranty. Nothing in this Order shall be deemed to be a waiver or release of any unsecured deficiency claim arising under the DIP Financing or the Credit Agreement (whether such claim is held by the Stalking Horse Bidder or the Lenders or Guggenheim on behalf of the Lenders).

21. Not later than three (3) days after the entry of this Order, the Debtors will cause the Auction and Sale Notice, in a form substantially similar to the form attached to this Order as Exhibit "2," to be sent by first-class mail, postage-prepaid, to (i) all entities that claim any interest in or lien on the Assets; (ii) all parties to Designated Contracts assumed and sold and assigned pursuant to this Order; (iii) all governmental taxing authorities that have, or as a result of the sale of the Assets may have, claims, contingent or otherwise, against the Debtors; (iv) all parties that filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002; (v) all creditors (whether liquidated, contingent or unmatured) of the Debtors; (vi) all interested governmental, pension, and environmental entities; (vii) the Office of the United States Trustee; and (viii) all entities that have, within the past 12 months, expressed to the Debtors an interest in purchasing the Assets.

22. Not later than five (5) days after the entry of this, the Debtors shall cause the Auction and Sale Notice, in a form substantially similar to the form attached to this Order as Exhibit "2," to be published in the national edition of one of the following: The Wall Street Journal, The New York Times, or The USA Today, as to be determined by Debtors, pursuant to Bankruptcy Rule 2002(l). Such publication notice shall be sufficient and proper notice to any other interested parties, including those whose identities are unknown to Debtors.

23. Further, to facilitate the sale, assumption, and assignment of any Designated Contracts, the Debtors will serve a notice (the "Cure Amount Notice"), similar to the form

attached hereto as Exhibit "3," not later than five (5) days after the entry of this Order on each counterparty to a Designated Contract. If the Stalking Horse Bidder is not the Successful Bidder, and an alternative Successful Bidder is seeking to have certain Designated Contracts assumed and assigned as part of an alternative transaction, the Debtors will provide financial information for the alternative bidder to all non-debtor parties to such Designated Contracts immediately following the Auction via facsimile or Federal Express.

24. The Debtors shall attach to the Cure Amount Notice their calculation of the undisputed cure amounts that they believe must be paid to cure all defaults under all Designated Contracts (the "Cure Costs"). If no amount is listed on the Cure Amount Notice, the Debtors will be deemed to believe that there is no Cure Cost. Unless the non-debtor party to a Designated Contract files an objection (the "Cure Amount Objection") to their scheduled Cure Cost by ~~July~~ ^{May 30} , 2008, at 4:00 p.m. (Eastern Time) and serves the objection on (a) Diamond Glass, Inc. and DT Subsidiary Corp., 220 Division Street, Kingston, PA 18704, Attn: William Cogswell, President; (b) co-counsel to the Debtors, Foley & Lardner LLP, 90 Park Avenue, New York, NY 10016, Attn: Michael P. Richman, and Young Conaway Stargatt & Taylor, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801, Attn: Michael Nestor; (c) counsel to Stalking Horse Bidder, Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Ken Colcman and Daniel Guyder, and Buchanan Ingersoll & Rooney, PC, The Brandywine Building, 1000 West Street, Suite 1410, Wilmington, DE 19801-1054, Attn: Mary F. Caloway; and (d) counsel to the official committee of unsecured creditors appointed in these cases (the "Committee"), Cozen O'Connor, 1201 N. Market Street Suite 1400, Wilmington, DE 19801, Attn: John T. Carroll, III and Cozen O'Connor, LibertyView Building, Suite 300, 457 Haddonfield Road, Cherry Hill, NJ 08002, Attn: Arthur J.

Abramowitz, then the Debtors may assume and assign such contract to Stalking Horse Bidder or the Successful Bidder and such non-debtor party shall (i) be forever barred from objecting to the Cure Cost and from asserting any additional cure or other amounts with respect to such Designated Contract, and the Debtors shall be entitled to rely solely on the Cure Cost; and (ii) be forever barred and estopped from asserting or claiming against the Debtors, the Stalking Horse Bidder, or such other Successful Bidder or any other assignee of the relevant Designated Contract that any additional amounts are due or defaults exist under such Designated Contract. In addition, non-debtor parties to any Designated Contract must file and serve objections, if any, to the adequate assurance of future performance under the Designated Contract (if and as assumed) so as to be received by the foregoing parties by ~~June~~ ^{May 30}, 2008, at 4:00 p.m. (Eastern ~~Time~~).

the Sale Hearing.

25. If a Cure Amount Objection is timely filed, the Cure Amount Objection must set forth (a) the basis for the objection; (b) with specificity, the amount the party asserts as the Cure Cost; and (c) attach appropriate documentation in support of the Cure Cost.

26. Hearings on Cure Amount Objections (and objections to the adequate assurance of future performance under the Designated Contract (if and as assumed)) may be held (a) at the Sale Hearing, or (b) on such other date that the Debtors determine in their sole discretion; provided, however, that if the subject Designated Contract is assumed and assigned, the Cure Cost asserted by the objecting party (or such lower amount as may be fixed by this Court) shall be deposited and held in a segregated account by the Successful Bidder or any other assignee pending further order of this Court or mutual agreement of the parties.

27. The Debtors' decision to assume and assign Designated Contracts shall be subject to approval of this Court and consummation of the Proposed Sale of the Assets. Absent

consummation of the Proposed Sale of the Assets, each of the Designated Contracts shall neither be deemed assumed nor assigned and shall in all respects be subject to further administration under the Bankruptcy Code.

28. Except to the extent otherwise provided in the APA or the agreement with the Successful Bidder, subject to any prepetition cure amount payments, the assignee of any assumed Designated Contract will not be subject to any liability to the assigned Designated Contract counterparty that accrued or arose before the closing date of the Proposed Sale of the Assets, and the Debtors shall be relieved of all liability accruing or arising thereafter pursuant to section 365(k) of the Bankruptcy Code.

29. Notwithstanding anything set forth to the contrary in this order or the Bid Procedures, nothing set forth herein or in the Bid Procedures is intended to, nor shall it, affect or impair, in any way, any right of setoff held by Automotive Components Holdings, LLC, if any, or the right of any party-in-interest to contest such asserted right of setoff.

30. Objections, if any, to the relief requested in the Sale Motion, including any objections under section 365(b)(1)(C) of the Bankruptcy Code, must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Bankruptcy Rules; (c) be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, DE 19801, on or before 4:00 p.m. (Eastern Time) on ~~June~~ ^{May 30} ___, 2008; and (d) be served so as to be received no later than 4:00 p.m. (Eastern Time) on the same day, on (a) Diamond Glass, Inc. and DT Subsidiary Corp., 220 Division Street, Kingston, PA 18704, Attn: William Cogswell, President; (b) counsel to the Debtors, Foley & Lardner LLP, 90 Park Avenue, New York, NY 10016, Attn: Michael P. Richman, and Young Conaway Stargatt & Taylor, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801, Attn: Michael Nestor; (c)

counsel to Stalking Horse Bidder, Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY 10020, Attn: Ken Coleman and Daniel Guyder, and Buchanan Ingersoll & Rooney, PC, The Brandywine Building, 1000 West Street, Suite 1410, Wilmington, DE 19801-1054, Attn: Mary F. Caloway; and (d) counsel to the Committee, Cozen O'Connor, 1201 N. Market Street Suite 1400, Wilmington, DE 19801, Attn: John T. Carroll, III and Cozen O'Connor, LibertyView Building, Suite 300, 457 Haddonfield Road, Cherry Hill, NJ 08002, Attn: Arthur J. Abramowitz; provided, however, if the Stalking Horse Bidder is not the Successful Bidder and an alternative Successful Bidder is seeking to have certain unexpired leases, license agreements, and executory contracts assumed and assigned as part of an alternative transaction, the non-debtor parties to such unexpired leases, license agreements, and executory contracts shall have until 4:00 p.m. the day prior to the Sale Hearing to raise objections under section 365(b)(1)(C) of the Bankruptcy Code. The failure of any person to timely file its objection shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion or the Debtors' assumption and assignment of any Designated Contract or the consummation of the Proposed Sale and performance under the APA (or any alternative agreement entered into with the Successful Bidder), including the transfer of the Assets free and clear of all liens, claims, encumbrances, and interests (other than permitted encumbrances provided for expressly in the APA or alternative purchase agreement entered into with the Successful Bidder).

31. The notices to be issued in connection with the Proposed Sale of the Assets substantially in the form of the notices attached hereto as Exhibits "2" and "3" are hereby approved.

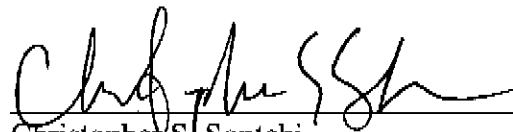
32. This Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof.

33. As provided by Bankruptcy Rules 6004 and 6006, this Order shall not be stayed for ten (10) days after the entry thereof and shall be effective and enforceable immediately upon its entry on this Court's docket.

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

35. This Court shall retain jurisdiction over any matters related to or arising from the implementation of this Order and the Bid Procedures.

Dated: April 24, 2008
Wilmington, Delaware



Christopher S. Sontchi
United States Bankruptcy Judge