

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

In re:)	Chapter 11
)	
DIAMOND GLASS, INC., <i>et al.</i> , ¹)	Case No. 08-10601 (CSS)
)	
Debtors.)	(Jointly Administered)
)	
)	Ref. Docket No. 5

**INTERIM ORDER PURSUANT TO SECTIONS 366 AND 105 OF
THE BANKRUPTCY CODE (I) PROHIBITING UTILITY PROVIDERS
FROM ALTERING REFUSING OR DISCONTINUING SERVICE TO THE
DEBTORS; (II) DEEMING UTILITY PROVIDERS ADEQUATELY ASSURED OF
FUTURE PERFORMANCE; AND (III) ESTABLISHING PROCEDURES TO
DETERMINE REQUESTS FOR ADEQUATE ASSURANCE OF PAYMENT**

Upon the Debtors' Motion for Interim and Final Orders Pursuant to Sections 366 and 105 of the Bankruptcy Code (i) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Service to the Debtors; (ii) Deeming Utility Providers Adequately Assured of Future Performance; and (iii) Establishing Procedures to Determine Requests for Adequate Assurance of Payment (the "Motion"), filed by Diamond Glass, Inc. and DT Subsidiary Corp. (collectively, the "Debtors"), by and through their undersigned counsel, seeking entry of an order (i) determining that the Debtors have provided each of their utility providers (each singularly, a "Utility," and, collectively, the "Utilities") with "adequate assurance of payment" in compliance with section 366 of the Bankruptcy Code² ("Adequate Assurance"); (ii) approving certain procedures (the "Assurance Procedures"), which provide for an initial offer of Adequate Assurance to the Utilities and a procedure for the Utilities to request additional or

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 All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

different Adequate Assurance; (iii) prohibiting the Utilities from altering, refusing, or discontinuing utility services to the Debtors except in compliance with the Assurance Procedures; and (iv) setting a final hearing (the "Final Hearing") on the proposed Assurance and Objection Procedures; and upon consideration of the Declaration of William Cogswell in Support of the First Day Motions and Applications (the "Cogswell Declaration"); and the Court having jurisdiction pursuant to sections 157 and 1334 of title 28 of the United States Code to consider the Motion and the relief requested therein; and venue being proper in this Court pursuant to sections 1408 and 1409 of title 28 of the United States Code; and it appearing that proper and adequate notice of the Motion has been given and that, except as otherwise ordered herein, no other or further notice is necessary; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion and in the Cogswell Declaration establish just cause for the relief granted herein, it is therefore:

ORDERED, that the Motion is GRANTED on an interim basis; and it is further

ORDERED, that the Debtors are authorized, but not directed, to pay on a timely basis and in accordance with their pre-petition practices all undisputed invoices for post-petition Utility Services provided by the Utilities to the Debtors; and it is further

ORDERED, that within 20 days of the date of the commencement of these chapter 11 cases, the Debtors shall establish the Adequate Assurance Deposit Account and deposit therein a sum equal to approximately \$275,000, which is two weeks of the Debtors' estimated cost of utility consumption; and it is further

ORDERED, that the Adequate Assurance Deposit Account shall be maintained with a minimum balance equal to two weeks of the Debtors' estimated cost of utility service, provided that with respect to any Added Utilities Company, (i) such account shall be increased in an amount equal to the estimated cost of two weeks of such Added Utilities Company's services utilized by the Debtors, based on a yearly average and (ii) any amount by which the Adequate Assurance Deposit Account is increased with respect to an Added Utilities Company shall also increase the minimum balance to be maintained under the Adequate Assurance Deposit Account; and provided further, that to the extent the Debtors terminate any Utility Service provided by a Utility, make other arrangements with respect to adequate assurance of payment, or determine that an entity listed on Exhibit C to the Motion is not a Utility, the Debtors are permitted to reduce the balance in the Adequate Assurance Deposit Account, in the amount allocated for such Utility account and any bank at which the Debtors maintain the Adequate Assurance Deposit Account may rely on the representations of the Debtors that a request to reduce the Adequate Assurance Deposit Account is in accordance with this order without liability; and it is further

ORDERED, that, except in accordance with the procedures set forth herein and absent further order of the Court, all Utilities are prohibited from (i) discontinuing, altering or refusing service to the Debtors on account of the commencement of these chapter 11 cases or any unpaid pre-petition charges, and (ii) discriminating against the Debtors, or requiring payment of a security deposit or receipt of any other security from the Debtors for continued service, as a result of the Debtors' bankruptcy filing or any outstanding pre-petition invoices; and it is further

ORDERED, that if a Utility is not satisfied with the assurance of future payment provided by the Debtors, the Utility must serve a written request for additional

adequate assurance of payment (an "Additional Adequate Assurance Request") by submitting such written request to (i) the Debtors: Diamond Glass, Inc., Attn: William Cogswell, President, 220 Division Street, Kingston, PA 18704, and (ii) co-counsel to the Debtors: Young Conaway Stargatt & Taylor, LLP, Attn: Michael R. Nestor, Esquire, The Brandywine Building, 17th Floor, P.O. Box 391, Wilmington, Delaware 19899-0391 (collectively, the "Notice Parties"); and it is further

ORDERED that any Additional Adequate Assurance Request must be in writing to the Debtors and set forth (i) the location for which utility services are provided; (ii) the account number(s) for such locations; (iii) the outstanding balance for each such account; (iv) a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits or other prepayments or assurances previously provided by the Debtors; (v) a description, in sufficient detail, of the reason(s) why the treatment afforded pursuant to the procedures set forth herein does not constitute satisfactory adequate assurance of payment; and (vi) a proposal for what would constitute adequate assurance of payment from the Debtors, along with an explanation of why such proposal is reasonable; and it is further

ORDERED, that the Debtors may, in their discretion, consensually resolve any Additional Adequate Assurance Request with the requesting Utility without further order of the Court, and may, in connection with any such resolution and in their discretion, provide the Utility with additional Adequate Assurance, including a cash deposit, prepayments, and/or other forms of security, without further order of the Court, if the Debtors determine in their business judgment that the additional Adequate Assurance is reasonable; and it is further

ORDERED, that if the Debtors determine that the additional Adequate Assurance requested by the Utility is not reasonable, then the Debtors shall, within thirty (30) days after the receipt of the Additional Adequate Assurance Request, file a motion (a

"Determination Motion"), pursuant to section 366(c)(3) of the Bankruptcy Code, seeking a determination from the Court that the Adequate Assurance Deposit, plus any additional consideration offered by the Debtors, constitutes adequate assurance of payment; and it is further

ORDERED, that nothing set forth herein is intended to, nor shall it, modify or alter the burdens of proof in connection with a Determination Motion; and it is further

ORDERED, that pending notice and a hearing on the Determination Motion, such Utility will be prohibited from altering, refusing or discontinuing service to the Debtors or discriminating against the Debtors on account of the commencement of these chapter 11 cases or any unpaid pre-petition charges; and it is further

ORDERED, that based on the establishment of the Adequate Assurance Deposit Account, a Utility will be deemed to have adequate assurance of payment unless and until a future order of this Court is entered requiring further assurance of payment; and it is further

ORDERED, that within five business days of entry of this Interim Utility Order, the Debtors shall serve the Motion and this Interim Utility Order via first-class mail on the Utilities, each other party that the Debtors believe could be affected by the Motion, and on all other parties required to receive service under Rule 2002-1(b) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; and it is further

ORDERED, that the deadline by which objections to the Motion and the Final Utility Order must be filed and served is April 17, 2008, at 4:00 p.m.

(prevailing Eastern time). A final hearing, if required, on the Motion will be held on

April 24, 2008 at 2:00 p.m. (prevailing Eastern time). If no

objections are filed to the Motion, this Court may enter the Final Utility Order without further notice or hearing; and it is further

ORDERED, that the Debtors are authorized, in their sole discretion, to amend the list of Utilities attached as Exhibit C to the Motion to add or delete any Utility; and it is further

ORDERED, that, nothing in the Motion, Exhibit C thereto or this Interim Utility Order constitutes a finding that any entity is or is not a utility company hereunder or under section 366 of the Bankruptcy Code; and it is further

ORDERED, that the Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Interim Utility Order; and it is further

ORDERED, that, notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall be deemed: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' right to dispute any claim on any grounds; (iii) a promise or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined hereunder; (v) a request or authorization to assume any agreement, contract or lease pursuant to section 365 of title 11 of the Bankruptcy Code; or (vi) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law; and it is further

ORDERED, that, notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of, any claim held by any person; and it is further

ORDERED, that the terms and conditions of this Interim Utility Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED, that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation and enforcement of this Interim Utility Order.

Dated: Wilmington, Delaware
April 2 2008



Christopher S. Sontchi
United States Bankruptcy Judge