

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

IN RE: : Chapter 11
: :
OWENS CORNING, *et al.*, : Case Nos. 00-3837 (JKF)
: :
Debtors. : (Jointly Administered)

Related to Docket No. 18834 + 19170
Hearing Date: September 25, 2006 at 10:00 a.m.
Agenda Item 9

**ORDER GRANTING DEBTORS' MOTION, PURSUANT TO
11 U.S.C. §§ 105(a), 363(b) AND 363(f), FOR AUTHORITY TO SELL REAL
PROPERTY AND ASSETS IN OLIVE BRANCH, MISSISSIPPI PURSUANT TO
ASSET PURCHASE AGREEMENT AND TO PAY RELATED PROPERTY TAXES**

Upon the Debtors' Motion, Pursuant to 11 U.S.C. §§ 105(a), 363(b) and 363(f), for Authority to Sell Real Property and Assets in Olive Branch, Mississippi Pursuant to an Asset Purchase Agreement and to Pay Related Property Taxes, dated August 16, 2006 (the "Motion")¹, authorizing the Debtors (i) to sell certain assets relating to the Olive Branch Plant, free and clear of all liens, claims and encumbrances, pursuant to an Asset Purchase Agreement between Exterior Systems, Inc., as seller, and an affiliate of Jancor Companies, Inc., as buyer (the "Buyer"), and Owens Corning, for specified limited purposes, and (ii) to pay related personal property taxes; and the Court being satisfied with the representations made in the Motion that the relief sought therein is necessary and in the best interests of the Debtors' estates; and the Court having determined that proper and adequate notice has been given and that no other or further notice is necessary; and upon the findings that (a) the transfers of the Acquired Assets pursuant to the Agreement (i) are or will be legal, valid and effective transfers of the Acquired Assets, (ii) vest or will vest the Buyer with good title to the Acquired Assets, free and clear of all liens as

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Motion.

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provided for herein; (iii) constitute the best offer or value received by Exterior Systems for the Acquired Assets; and (iv) do not and will not subject the Buyer to any liability as a successor of Exterior Systems; and (b) the Buyer is a purchaser in good faith within the meaning of Section 363(m) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"); and upon the record herein; and after due consideration thereof; and for good and sufficient cause appearing therefore, it is hereby

ORDERED, DECREED and ADJUDGED that:

1. The Motion is GRANTED.
2. Exterior Systems, Inc. is hereby authorized, pursuant to sections 363(b), 363(f) and 105(a) of the Bankruptcy Code, to sell the Acquired Assets, including without limitation the Olive Branch Plant located in DeSoto County, Mississippi, and to assign the real property lease and personal property leases described in the Motion and the Agreement, to Jancor Companies, Inc. (or to a subsidiary of Jancor Companies, Inc.) pursuant to the terms of the Asset Purchase Agreement between Owens Corning, Exterior Systems, Inc. and the Buyer, dated August 16, 2006 (the "Agreement"), the terms of which are hereby APPROVED in their entirety.
3. The Debtors are authorized and directed to execute and deliver such documents and take such actions as may be necessary, desirable or appropriate to consummate the sale of the Acquired Assets to Jancor Companies, Inc. or a subsidiary of Jancor Companies, Inc. (the "Buyer") pursuant to the terms of the Agreement, and to otherwise comply with the terms thereof, without further application to or order of the Court. Without limiting the foregoing, the Debtors are authorized to pay at closing from the proceeds of the sale of the Olive Branch Plant any outstanding Property Taxes owed with respect to the property, and to satisfy any

liens, claims or encumbrances affecting the property, without further application to or order of the Court.

4. Pursuant to Section 363(f) of the Bankruptcy Code, and except as otherwise provided in the Agreement, the Acquired Assets shall be transferred free and clear of any and all liens, claims, encumbrances and interests, with such liens, claims, encumbrances and interests, if any, to attach to the proceeds of the sale in the order of their priority, with the same validity, force and effect which they now have against the property and assets. Except as otherwise provided for in the Agreement, the Buyer is not acquiring or assuming any of the Debtors' liabilities, obligations or "claims" (as that term is defined under Section 101(5) of the Bankruptcy Code). Nothing in this Order or the Agreement shall release or nullify any liability to a governmental entity under police and regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order.

5. Notwithstanding anything to the contrary in the Motion or in the Agreement, the personal property leases identified in Schedule 1(a)(i)(I) listing Connell Finance Company ("Connell") as the vendor (the "Connell Leases") will not be assigned to the Buyer without Connell's written consent. The Debtors are hereby authorized to amend the Agreement to reflect the removal of the Connell Leases from Schedule 1(a)(i)(I) of the Agreement.

6. The provisions of this Order are nonseverable and mutually dependant.

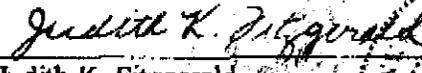
7. This Order shall be binding upon, and inure to the benefit of, all creditors and parties-in-interest, the Debtors and the Buyer and their respective successors and assigns.

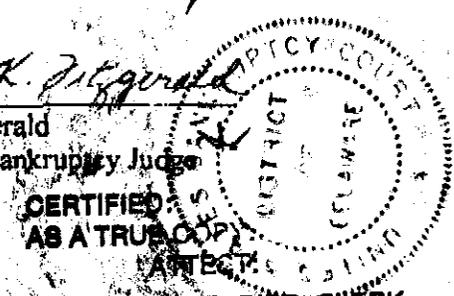
8. The terms and provisions of this Order and the Agreement shall remain in full force and effect upon dismissal or conversion of the Debtors' to a case or cases under Chapter 7 of the Bankruptcy Code.

9. The Court shall retain jurisdiction to enforce the provisions of this Order and the Agreement and to resolve any disputes arising thereunder.

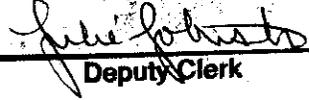
10. This Order shall be fully enforceable immediately upon the entry hereof, notwithstanding the provisions of Federal Rule of Bankruptcy Procedure 6004(g).

Dated: September 20, 2006


Judith K. Fitzgerald
United States Bankruptcy Judge


CERTIFIED
AS A TRUE COPY
ATTEST:

DAVID D. BIRN CLERK
U.S. BANKRUPTCY COURT

BY: 
Deputy Clerk