

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	Case No. 08-34113
REPUBLIC WINDOWS & DOORS, LLC)	Chapter 7
Debtor.)	Judge Jacqueline P. Cox

ORDER (A) AUTHORIZING THE SALE OF THE PURCHASED ASSETS OF REPUBLIC WINDOWS & DOORS, LLC FREE AND CLEAR OF ALL LIENS, CLAIMS, AND INTERESTS AND (B) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Sale Motion") of Phillip D. Levey, Esq, the chapter 7 trustee (the "Trustee") for the bankruptcy estate of Republic Windows & Doors, LLC (the "Bankruptcy Estate") seeking, among other things, the entry of an order (the "Sale Order") (a) authorizing the sale (the "Sale") of the Purchased Assets¹ of Republic Windows & Doors, LLC, an Illinois limited liability company (the "Company") pursuant to an asset purchase agreement, dated as of February 11, 2009 (as may be amended from time to time, the "Asset Purchase Agreement") free and clear of all Liens, Claims and Interests and (b) granting related relief; and the Court's consideration of the Sale Motion, the relief requested therein, and the responses thereto (if any) being a core proceeding in accordance with 28 U.S.C. § 157(b); and adequate notice of the Sale Motion having been given; and the appearances of all interested parties and all responses and objections to the Sale Motion, if any, having been duly noted in the Sale Hearing; and upon the record of the Sale Hearing, the Sale Motion, said responses and objections, if any; and after due deliberation and sufficient cause appearing therefor, it is hereby:

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order, the Asset Purchase Agreement, and the Sale Motion.

FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014.²

B. Notice of the Sale Motion and the Sale Hearing has been given in accordance with Bankruptcy Rules 2002 and 6004, Local Rules 2002 and 6004. In view of the exigent circumstances facing the Trustee, such notice has constituted good and sufficient notice of the Sale Motion and the Sale Hearing to all parties in interest, including, without limitation, (i) potential bidders for the Purchased Assets, (ii) Persons who hold Liens, Claims and Interests in the Purchased Assets, (iii) current employees of the Company and all persons who were employees of Company at any time since January 1, 2008, (iv) United Electrical, Radio and Machine Workers of America (UE) Local 1110; (v) parties to that certain Unfair Labor Practice Case filed on our about January 6, 2009 and currently pending as case number 13-CA-45077-001 and captioned "Republic Windows and Doors, a/k/a, d/b/a 'Echo Windows and Doors,'" (vi) the National Labor Relations Board, and (vii) any Person that has filed a statement under the Uniform Commercial Code against (x) the Purchaser, (y) any current or former Affiliate of the Purchaser, or (z) any predecessor of the Purchaser, including Republic Windows & Doors, Inc., Republic Holding Corp., RSR Holding Corp., and Republic Aluminum, Inc., and no other or further notice of the Sale Motion, the Sale Hearing, or the entry of this Sale Order need be given.

² Findings of fact shall be construed as, and constitute, conclusions of law and conclusions of law shall be construed as, and constitute, findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Any statements made by the Court from the bench at the Sale Hearing shall constitute additional conclusions of law and findings of fact as appropriate.

C. Proper, timely, adequate and sufficient notice of the Sale Motion, the Sale Hearing, and the proposed Sale and related relief have been provided and such notice constitutes due and proper notice to all parties in interest, including, without limitation, all Persons listed in Paragraph B hereof, for purposes of sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9008, and 9019, the Local Rules, and applicable orders of the Bankruptcy Court, and no other or further notice of the Sale Motion, the Sale Hearing, or the entry of this Sale Order is required.

D. Since the Petition Date, other potential purchasers have had the opportunity to perform diligence on and make a higher and better offer for the Purchased Assets.

E. Exigent circumstances and sound business reasons exist for the Sale of the Purchased Assets pursuant to the Asset Purchase Agreement. Entry into the Asset Purchase Agreement and consummation of the transactions contemplated thereby constitute the exercise of sound business judgment and fiduciary duties by the Trustee and such acts are in the best interests of the Bankruptcy Estate and its creditors.

F. The Bankruptcy Estate is the sole and lawful owner of the Purchased Assets, and holds good title thereto, immediately prior to the Closing. Except as permitted under the express terms of the Asset Purchase Agreement, the transfer of the Purchased Assets from the Bankruptcy Estate to the Purchaser will be a legal, valid, and effective transfer of the Purchased Assets, and will vest with the Purchaser (and its designees or assignees, as applicable) all right, title and interest of the Bankruptcy Estate to the Purchased Assets free and clear of Liens, Claims and Interests, including any such Liens, Claims and Interests (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the

Bankruptcy Estate's or Purchaser's interest in the Purchased Assets, or any similar rights, or (ii) relating to taxes or any other Liabilities, including liabilities related to any collective bargaining agreement to which the Company is a party, including the collective bargaining agreement, dated June 1, 2008, by and between the Company and United Electrical, Radio and Machine Workers of America (UE) Local 1110, arising under or out of, in connection with, or in any way relating to, the Trustee, the Purchased Assets, the Bankruptcy Estate, the Company, or their respective operations or activities.

G. With respect to all parties asserting Liens, Claims and Interests in, to, or against the Purchased Assets, the Sale complies with all the requirements of section 363(f) of the Bankruptcy Code. With respect to each Lien, Claim and Interest in the Purchased Assets: (a) applicable non-bankruptcy law permits the sale of the Purchased Assets free and clear of such Lien, Claim and Interest; (b) the holder of such Lien, Claim and Interest consents to the Sale; (c) such interest is a Lien, Claim and Interest and the price at which such property is to be sold is greater than the aggregate value of all Liens on the Purchased Assets; (d) such Lien, Claim and Interest is in bona fide dispute; or (e) the holder of such Lien, Claim and Interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. Specifically, the GECC and Bank of America Corporation, a Delaware corporation ("BOA"), creditors having Liens on the Purchased Assets, have thoroughly reviewed the Trustee's alternatives and have consented to the Sale pursuant to section 363(f) of the Bankruptcy Code.

H. Upon the consummation of the Sale, Purchaser shall not be, nor be deemed to be a successor to the Company or the Bankruptcy Estate, or otherwise liable, for any liability of the Trustee, the Company or the Bankruptcy Estate under ERISA or otherwise.

I. The Purchase Price represents the highest and best offer received by the Trustee for the Purchased Assets, is fair and reasonable, provides fair value for and represents the value of the Purchased Assets in accordance with section 506(a) of the Bankruptcy Code.

J. The transactions contemplated by the Asset Purchase Agreement (i) were, prior to the execution of the Asset Purchase Agreement, negotiated by and among the Trustee, the Purchaser, and the Bankruptcy Estate's secured creditors at arms' length, without collusion and in good faith within the meaning of section 363(m) of the Bankruptcy Code and (ii) are undertaken by the Trustee and the Purchaser at arms' length, without collusion and in good faith within the meaning of section 363(m) of the Bankruptcy Code, and, therefore, the Trustee and the Purchaser are entitled to the protections of section 363(m) of the Bankruptcy Code.

K. Neither the Trustee nor the Purchaser has engaged in any actions or conduct that is prohibited by section 363(n) of the Bankruptcy Code.

L. The Purchaser is not an "insider" of the Company, as that term is defined in section 101(31) of the Bankruptcy Code.

M. A sale of the Purchased Assets other than one free and clear of Liens, Claims and Interests would adversely affect the Bankruptcy Estate.

N. The Sale is in the best interests of the Bankruptcy Estate and its creditors.

Therefore, for all of the foregoing and after due deliberation, the Court hereby:

ORDERS, ADJUDGES, AND DECREES THAT:

I. The Sale Motion, the Asset Purchase Agreement, and the transactions contemplated thereby shall be, and hereby are, granted and approved in all respects.

2. All objections and responses concerning the Sale Motion are hereby resolved in accordance with the terms of this Sale Order and as set forth in the record of the Sale Hearing. To the extent any such objections or responses were not otherwise withdrawn, waived, or settled, they, and all reservations and rights therein, are overruled and denied.

3. Pursuant to section 363(b) of the Bankruptcy Code, the Trustee is authorized to sell the Purchased Assets to the Purchaser upon the terms and subject to the conditions set forth in the Asset Purchase Agreement.

4. Each of the Trustee and the Purchaser are hereby authorized to take all actions and execute all documents and instruments that the Trustee and the Purchaser deem necessary or appropriate to implement and effect the transactions contemplated by the Asset Purchase Agreement.

5. The Sale shall be free and clear of Liens, Claims and Interests and all Liabilities of the Company and the Bankruptcy Estate, whether known or unknown, pursuant to section 363(f) of the Bankruptcy Code, including, but not limited to, Liens, Claims and Interests asserted by any of the Bankruptcy Estate's or the Company's creditors, vendors, suppliers, employees, executory contract counterparties, or lessors. The Purchaser shall not be liable in any way (as successor entity or otherwise) for any Claims that any of the foregoing parties or any other third party may have against the Trustee, the Company or the Bankruptcy Estate. Any and all valid and enforceable Liens, Claims and Interests on, against or in the Purchased Assets, including those asserted by BOA and GECC, shall be transferred, affixed, and attached to the net proceeds of the Sale, with the same validity, priority, force, and effect as such Liens, Claims and Interests had upon, against or in the Purchased Assets immediately prior to the Closing.

6. Except as otherwise expressly provided in any written agreement directly between the Purchaser and a third party, the Purchaser shall have no liability for any claims, obligations, Liens or Liabilities of the Trustee, the Company or the Bankruptcy Estate or against any Purchased Assets, whether arising prior to, on or after the Closing Date.

7. Purchaser shall not assume, and shall have no liability or obligation for any Liabilities of the Trustee, the Company or the Bankruptcy Estate whatsoever, as a successor in interest or otherwise, including, without limitation any liability for any environmental Actions or Proceedings or any remedies sought by the National Labor Relations Board or by any Person under the Worker Adjustment and Retraining Notification (WARN) Act or state analogue, any unfair labor practice or similar claims under the Fair Labor Standards Act of 1938, as amended, or otherwise, or ERISA, in each case, with regard to any conduct by the Company, the Bankruptcy Estate, or the Trustee, including without limitation any liability for, arising from, or related to that certain Unfair Labor Practice Case filed on or about January 6, 2009 and currently pending as case number 13-CA-45077-001 and captioned "Republic Windows and Doors, a/k/a, d/b/a 'Echo Windows and Doors.'" "

8. At Closing, the Purchaser shall pay the Purchase Price to the Trustee, which consists of (a) a cash payment at the Closing in the amount of one million four hundred and fifty thousand (\$1,450,000) and (b) an obligation to pay the Deferred Purchase Price pursuant to and in accordance with Section 4.9 of the Asset Purchase Agreement.

9. The Trustee's statutory fee shall be paid by the Bankruptcy Estate from the proceeds of the Purchase Price.

10. The Sale shall constitute transfers for reasonably equivalent value and fair consideration.

11. If any Person that has filed any financing statement, mortgage, mechanic's lien, *lis pendens* or other document or instrument evidencing Liens with respect to any of the Purchased Assets shall have failed to deliver to the Trustee and Purchaser prior to the Closing, in proper form for filing and executed by the appropriate entity or entities, termination statements, instruments of satisfaction and releases of all Liens, Claims and Interests which such Person has with respect to the Purchased Assets, then (a) the Trustee is authorized to execute and file such statements, instruments, releases and other documents on behalf of such Person and (b) Purchaser is authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims and Interests in the Purchased Assets as of the Closing.

12. Upon the filing of this Sale Order with the clerk of the court of any county or the secretary of state for any state in which any Lien, Claim and Interest shall have been filed on or in the Purchased Assets, this Sale Order shall constitute a satisfaction and release of all such Liens, Claims and Interests on, against or in the Purchased Assets, subject to the terms of this Order and the Asset Purchase Agreement. The Purchaser is hereby authorized to file this Sale Order (or an abstract thereof) with any such filing or recording office as necessary or appropriate to evidence such satisfactions and releases, and this Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system maintained by any such filing or recording office. The Purchaser is hereby authorized to prepare and file UCC-3 termination statements or amendments, as appropriate, to effectuate the provisions of this Sale Order.

13. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and this Sale Order.

14. After the date of Closing, no Person, including without limitation any federal, state, or local taxing authority, may (a) attach or perfect Liens or a security interest against any of the Purchased Assets on account of, or (b) collect or attempt to collect from the Purchaser or any of its Affiliates, any Tax (or other amount alleged to be owing by the Company or the Bankruptcy Estate) (i) for any period commencing before and concluding prior to the date of Closing or (ii) assessed prior to and payable after the date of Closing.

15. This Sale Order shall be binding upon and govern the acts of all 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, state and local officials, and all other Persons 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 to or insure title or state of title in or to any of the Purchased Assets .

16. The Purchaser, as a good faith purchaser of the Purchased Assets, is hereby granted all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code such that the reversal or modification on appeal of the Sale Order shall not affect the validity of the Sale.

17. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all "persons" (as that term is defined in section 101(41) of the Bankruptcy Code) are hereby enjoined from taking any action against the Purchaser or the Purchaser's Affiliates (as they existed immediately prior to the Closing) to recover any Claim which such "person" has solely against the Company or the Bankruptcy Estate (as they exist immediately following the Closing).

18. Subject to the payment by the Purchaser to the Trustee pursuant to section 363 of the Bankruptcy Code of cash in the amount of one million four hundred and fifty thousand dollars (\$1,450,000) at the Closing, the sale of the Purchased Assets by the Trustee to the Purchaser shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest the Purchaser with all right, title and interest of the Company and the Bankruptcy Estate in and to the Purchased Assets free and clear of all Liens, Claims and Interests pursuant to section 363(f) of the Bankruptcy Code, effective as of the Closing.

19. Upon the Closing and the consummation of the transactions contemplated thereby, the Purchaser shall not be deemed or considered to, as a result of the purchase of the Purchased Assets or otherwise, (i) be the successor to the Company or the Bankruptcy Estate, (ii) have, de facto or otherwise, merged with or into the Company or the Bankruptcy Estate, (iii) be a continuation or substantial continuation of the Company, the enterprise of the Company, or the Bankruptcy Estate or (iv) have continued the business operations associated with the Purchased Assets without interruption or substantial change, nor shall substantial continuity in the operation of the Company's or the Bankruptcy Estate's business before and after the purchase of the Purchased Assets be considered to exist.

20. The Trustee is authorized to assign and transfer to the Purchaser all of the Company's or the Bankruptcy Estate's rights, title and interest (including common law rights) to all of the Company's or the Bankruptcy Estate's intangible property to be assigned and transferred to the Purchaser under the Asset Purchase Agreement.

21. All Persons who are presently, or at the Closing will be, in possession of any of the Purchased Assets conveyed to the Purchaser hereunder are hereby directed to surrender possession of such Purchased Assets to the Purchaser at the Closing.

22. From and after the date of the entry of this Sale Order, the Trustee, the Bankruptcy Estate, the Company, or any creditor or other party in interest shall not take or cause to be taken any action that would interfere with the transfer of the Purchased Assets to the Purchaser in accordance with the terms of this Sale Order.

23. The Purchaser has not assumed or otherwise become obligated for any of the Trustee's, the Company's or the Bankruptcy Estate's Liabilities, and the Purchaser has not purchased any of the "Excluded Assets," as defined in Section 1.2 of the Asset Purchase Agreement.

24. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the Asset Purchase Agreement and this Sale Order in all respects and further to hear and determine any and all disputes between the Trustee and/or the Purchaser, as the case may be, and any non-debtors; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Asset Purchase Agreement or this Sale Order, such abstention, refusal, or lack of jurisdiction

shall have no effect upon, and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

25. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties, in accordance with the terms thereof without further order of the Court.

26. The provisions of this Sale Order are nonseverable and mutually dependent.

27. This Sale Order shall inure to the benefit of the Purchaser, the Trustee, the Bankruptcy Estate, and their respective successors and assigns, including but not limited to any successor chapter 7 trustee that may be appointed in this Case and shall be binding upon any trustee, party, entity or fiduciary that may be appointed in connection with this Case or any other or further cases involving the Company, whether under chapter 7 or chapter 11 of the Bankruptcy Code.

28. Pursuant to the Asset Purchase Agreement, as of the earlier of (x) Closing or (y) the termination of the Asset Purchase Agreement pursuant to Article VI thereof, Purchaser, on its own behalf and on behalf of its Affiliates (collectively, the "Purchaser Releasers"), waives, sets aside, discharges, settles, compromises and releases any and all Claims, causes of action, rights or remedies of any kind or nature, which any such Purchaser Releaser has, may have or could have asserted against the Trustee or GECC with respect to any distribution from the estate of the Company, other than rights created or expressly preserved under the Asset Purchase Agreement.

29. Pursuant to the Asset Purchase Agreement, as of the earlier of (x) Closing or (y) the termination of this Agreement pursuant to Article VI, each of the Trustee, on behalf of itself and the Bankruptcy Estate (including any Persons claiming by or through the Bankruptcy Estate)

and GECC, on its own behalf and on behalf of its respective Affiliates and direct and indirect subsidiaries (collectively, the "Estate Relcasors"), hereby waives, sets aside, discharges, settles, compromises, and releases any and all Claims, causes of action, rights or remedies of any kind or nature, which the Estate Relcasors, have, may have or could have asserted against the Purchaser or any of its Affiliates, shareholders, partners, managers or members or the former or present officers, directors, employees, attorneys, financial advisors or other professionals of Purchaser or any of its Affiliates (collectively, the "Purchaser Releasees"), other than, in the event that the Closing occurs, the right of the Trustee to receive the Deferred Purchase Price pursuant to and in accordance with Section 4.9 of the Asset Purchase Agreement.

30. The provisions of this Sale Order and any actions taken pursuant hereto shall survive the entry of any order which may be entered dismissing the Case.

31. The transactions contemplated by the Asset Purchase Agreement shall be exempt from any so-called "bulk-sale" law in all necessary jurisdictions arising as a result of or in connection with the Trustee's sale and transfer of the Purchased Assets to the Purchaser.

32. Because time is of the essence, this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the stay of orders (i) authorizing the sale, use, or lease of property of the estate, as set forth in Bankruptcy Rule 6004(h), and (ii) authorizing the assignment of an executory contract or unexpired lease, as set forth in Bankruptcy Rule 6006(d), shall not apply to this Sale Order.

33. The Trustee is authorized to close the Sale immediately upon entry of this Sale

Order.

Dated: Feb. 24, 2009
Chicago, Illinois

Jacqueline P. Cox

J. Cox

THE HONORABLE JAQUELINE P. COX
UNITED STATES BANKRUPTCY JUDGE