

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re:** )  
 )  
**P-D VALMIERA GLASS USA CORP.,** ) **Case No. 19- 59440-pwb**  
 )  
 ) **Chapter 11**  
 )  
**Debtor.** ) **JUDGE BONAPFEL**

**NOTICE OF DEBTOR’S INTENT TO ASSUME AND ASSIGN CERTAIN UNEXPIRED  
LEASES AND EXECUTORY CONTRACTS AND SETTING FORTH THE CURE  
AMOUNTS**

PLEASE TAKE NOTICE that on March 2, 2020, the above-captioned debtor and debtor in possession (the “Debtor”), by its counsel, filed with the Bankruptcy Court the *Debtor’s Motion (A) For Authority To Sell Assets Free And Clear Of Liens, Claims, And Encumbrances (B) To Assume And Assign Certain Executory Contracts, Leases And Licenses And Establish Cure Costs In Connection Therewith; (C) To Establish Procedures With Respect To Such Sale And The Assumption And Assignment Of Executory Contracts And Leases, (D) To Consider Approval Of Breakup Fee, And (E) To Shorten And Limit Notice* (the “Motion”).<sup>1</sup>

PLEASE TAKE FURTHER NOTICE that, pursuant to the Motion, the Debtor seeks to sell substantially all of its assets to Saint-Gobain Adfors America, Inc. as the Proposed Purchaser, subject to higher and better offers as set forth in the Motion.

PLEASE TAKE FURTHER NOTICE that the Debtor is a party to various executory contracts and unexpired leases (collectively, the “Contracts”). While the Proposed Purchaser has indicated that it will not seek to have the Debtor assume and assign any Contracts, the Proposed Purchaser may add Contracts for assumption and assignment through and including the Sale Hearing (defined below). Additionally, if the Prevailing Bidder is a party other than the Proposed Purchaser, such Prevailing Bidder may elect to have the Debtor assume and assign some or all of the Contracts as part of the sale transaction (collectively, the “Assigned Contracts”).

PLEASE TAKE FURTHER NOTICE that you have been identified as a counterparty to an Assigned Contract. The Assigned Contract with respect to which you have been identified as a counterparty and the corresponding proposed cure amount (the “Cure Amount”) are set forth on Schedule 1 annexed hereto.

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<sup>1</sup> Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Motion, which may be viewed at <http://www.kccllc.net/valmieraglassusa/>.



PLEASE TAKE FURTHER NOTICE that the Debtor believes that any and all defaults (other than the filing of this chapter 11 case) and actual pecuniary losses under the Assigned Contracts can be cured by the payment of the Cure Amount.

PLEASE TAKE FURTHER NOTICE that the assumption and assignment of any Assigned Contract shall result in the full release and satisfaction of any claims or defaults, whether monetary or non-monetary, which exist as of the time of assumption and assignment.

PLEASE TAKE FURTHER NOTICE that, on March 11, 2020, the Bankruptcy Court entered an order [Docket No 280] (the “Sale Procedures Order”), which, among other things, establishes procedures relating to the assumption and assignment of Assigned Contracts (as defined in the Motion) of the Debtor.

PLEASE TAKE FURTHER NOTICE that, there will be a hearing (the “Sale Hearing”) at **2:00 p.m. on April 22, 2020**, at which the Debtor will seek approval and authorization of the sale of the Transferred Assets to the Proposed Purchaser or the Qualifying Bidder that submits the highest and best offer at the Auction, as applicable.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment of any Assigned Contract must (a) be in writing; (b) state with specificity the nature of such objection and the alleged Cure Amount (with appropriate documentation in support thereof); (c) if the objecting party (a “Requesting Counterparty”) wishes to receive information regarding adequate assurance of future performance from any Qualified Bidder that designates the objecting party’s contract or lease for assignment, contain an email address which can be used to provide such information; (d) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of the Bankruptcy Court; and (e) be filed with the Bankruptcy Court and served upon P-D Valmiera Glass USA Corp. c/o J. Robert Williamson, Scroggins & Williamson, P.C., 4401 Northside Parkway, Suite 450, Atlanta, Georgia 30327, counsel to the Debtor on or before **April 13, 2020** (the “Objection Deadline”). Adequate Assurance information provided by each Qualified Bidder shall be sent by email to each Requesting Counterparty no later than **April 18, 2020**. Objections, if any, to the proposed assumption and assignment of the Assigned Contracts that relate to adequate assurance may be filed at any time prior the commencement of the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that any counterparty failing to timely file an objection to a Cure Amount or the proposed assumption and assignment of an Assigned Contract shall be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts against the Debtor, its estate, the Proposed Purchaser or the Prevailing Bidder if other than the Proposed Purchaser with respect to its Contract.

PLEASE TAKE FURTHER NOTICE that where a counterparty to an Assigned Contract files a timely objection asserting a higher cure amount than the Cure Amount, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid under section 365 of the Bankruptcy Code with respect to such objection will be determined at the Sale Hearing or such other date and time as may be fixed by the Bankruptcy Court. All other

objections to the proposed assumption and assignment of the Assigned Contracts will be heard at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that if no Cure Amount is due under the Assigned Contract, and the counterparty to such agreement does not otherwise object to the assumption and assignment of such agreement, no further action needs to be taken on the part of that counterparty.

PLEASE TAKE FURTHER NOTICE that the Debtor's decision to assume and assign the Assigned Contracts is subject to Bankruptcy Court approval and consummation of the sale of the Transferred Assets. Absent consummation of the sale of the Transferred Assets, each Assigned Contract shall not be deemed assumed and assigned and shall in all respects be subject to further administration under the Bankruptcy Code. The designation of any agreement as an Assigned Contract shall not constitute or be deemed to be a determination or admission by the Debtor or the Proposed Purchaser that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

This 11th day of March, 2020.

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**Schedule 1**

**Assigned Contracts Designated for Assignment by Initial Bidder**

None.

**Potential Assigned Contracts and Proposed Cure Costs**

<b>Counterparty</b>	<b>Description</b>	<b>Cure Amount</b>
City of Dublin and Laurens County Development Authority	Lease for Phase I and Phase II Operations	\$172,800 (open balance as of petition date)
Active Minerals International	Raw materials - Kaolin	\$151,974.60
Lhoist N. America of Tennessee	Raw materials - Limestone	\$63,564.22
US Silica Company	Raw materials - Sand	\$123,882.41
Etimine USA Inc.	Raw materials - Colemanite	\$1,666,926.10
B-H Transfer Co.	Transport raw materials	\$170,906.32
Choice Transportation	Transport raw materials	\$30,720.00
City of Dublin	Natural Gas	\$274,383.57
Dell Financial Services	Office Equipment	\$2,007.60
Lamtec Corp.	Sales contract	