

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO

In re: ) Case No. 16-52757  
 )  
THE R.C.A. RUBBER COMPANY ) Chapter 11  
 )  
Debtor ) Judge Alan M. Koschik

**TRUSTEE'S MOTION FOR AN ORDER, PURSUANT TO SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY CODE: (A) APPROVING THE SALE OF PROPERTY OTHER THAN IN THE ORDINARY COURSE OF BUSINESS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; AND (B) REJECTING ALL EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

NOW COMES Andrew W. Suhar, the duly qualified and acting trustee in this Chapter 11 case (the "Trustee"), by and through counsel, and moves the Court (the "Motion") pursuant §§ 105(a), 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 – 1330 (the "Bankruptcy Code"), for the entry of any order: (a) approving the sale of certain property other than in the ordinary course of business free and clear of all liens, claims, encumbrances and interests; and (b) rejecting all executory contracts and unexpired leases, effective as of the Closing Date (as such term is defined below). In support of this Motion, the Trustee respectfully represents as follows:

**BACKGROUND**

1. The R.C.A. Rubber Company, (the "Debtor") filed a petition for relief under the provisions of chapter 11 of the Bankruptcy Code on November 18, 2016.
2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
3. The Debtor is an Ohio corporation engaged in the business of manufacturing rubber products for flooring, skids and treads. The Debtor's headquarters and sole operating facility is located in Akron, Ohio.
4. The U.S. Trustee filed a Motion for the Appointment of a Chapter 11 Trustee and, on April

10, 2018, the Court entered an Order Directing the Appointment of a Chapter 11 Trustee.

5. Andrew W. Suhar was selected by the Office of the U.S. Trustee to serve as the Chapter 11 Trustee.

6. At the time of the Trustee's appointment, Debtor employed approximately forty-eight (48) employees.

7. Among the assets of this estate, the Debtor owns certain real estate located at 1833 E. Market St., Akron, Ohio, the name and associated trademarks of the Debtor, finished goods, work in process, raw materials, equipment, furniture, automobiles, trucks, and tread molds (the "Assets").

8. Based on the information provided by the Debtor<sup>1</sup>, the Trustee believes that the liens associated with the Assets are the Summit County Treasurer for real estate taxes and an alleged statutory lien asserted by the Pension Benefit Guarantee Corp. ("PBGC") on behalf of the Debtor's pension plan in the amount of \$1,079,138 (the "Lien Claim"). The alleged lien covers all personal and real property of the Debtor. It is believed that PBGC will assert additional claims, if the pension plan terminates, for unfunded benefit liabilities and termination premiums in the amounts of \$5,730,315 and \$896,250, respectively (together with the Lien Claim and any additional claims against the Debtor, the "PBGC Claims").

9. By an agreed order entered on January 17, 2018, certain bidding procedures were approved granting the Debtor authority to seek a sale of the business as a going concern, by auction. The Debtor actively marketed the Assets to entities most likely to have an interest in buying the Assets, with the aim of maximizing the value of those assets for the benefit of all creditors.

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<sup>1</sup> A title report is in the process of being prepared. As soon as it is available, the Trustee will file it as a supplement to this Motion. In the event that the Trustee learns of, or discovers, any unscheduled creditors or parties that may claim an interest in the Purchased Assets, the Trustee shall immediately serve all such parties with a copy of this Motion and Notice of Expedited Hearing on the Motion by overnight delivery. The Trustee shall also file a Supplemental Certificate of Service.

10. However, no qualified bids were received by the deadline according to the Report of 363 Sales Efforts filed by the Debtor.

11. By an agreed order entered on March 27, 2018, the Court granted immediate relief from the automatic stay to Mutual Health Services allowing termination of the administrative services agreement with the Debtor. As of April 13, 2018, there is no administrator to adjust health insurance claims of the Debtor's employees and the Trustee was advised that the stop-loss insurance coverage will lapse April 30, 2018, which could expose the estate to an unlimited amount of health insurance claims of the employees and their families. Accordingly, unless the Assets are immediately sold, the Trustee will be forced to terminate the business operations which would irreparably harm this estate.

12. The Trustee has determined that a sale of the Assets is in the best interests of the estate. In order to preserve the value of the Debtor's assets and minimize risk, such sale must occur on an expedited basis.

### **RELIEF REQUESTED**

13. By this Motion, the Trustee seeks to sell certain property of this estate, pursuant to section 363 of the Bankruptcy Code and Rules 2002 and 6004 of the Bankruptcy Rules (i) approving the sale of the Purchased Assets, free and clear of all liens, claims, encumbrances, and other interests with all such liens, claims, encumbrances, and other interests attaching to the proceeds of the sale to the same extent, validity and priority that existed prepetition, subject to the rights and defenses of the Trustee; (ii) determining that the BSH is a good faith purchaser and afforded the protections of section 363(m) of the Bankruptcy Code, (iii) determining that notice of the sale is sufficient under Bankruptcy Rule 2002, and (iv) waiving the 14 day stay required pursuant to Bankruptcy Rule 6004(h).

### **Basis For Relief Requested**

14. On April 13, 2018, the Trustee received an offer from Blue Shore Holdings, LLC (“BSH”)<sup>2</sup> to purchase all property of the Debtor, except for the Excluded Assets as defined in Section 2.2 of the Asset Purchase Agreement (“APA”)<sup>3</sup> attached hereto as Exhibit “A” (the “Purchased Assets”) for the sum of \$750,000.00 (the “Purchase Price”) payable on the proposed closing date to occur on or before April 30, 2018 (the “Closing Date”). BSH will deliver the Purchase Price, in cash by wire transfer of immediately available funds, to Buckeye Title, as escrow agent, no later than April 23, 2018 to be held by Buckeye Title and paid to the Trustee upon approval of the sale to BSH on the terms and conditions set forth in this Motion and the attached APA. BSH has agreed to the proposed sale as-is and where-is without any warranties or representations. To the best of the Trustee’s knowledge, no other offers have been submitted for the Purchased Assets.

15. In general, a Trustee may sell property of the Debtor’s estate outside of the ordinary course of business, pursuant to section 363(b)(1) of the Bankruptcy Code, where the sale represents an exercise of the Trustee’s prudent business judgment. See, e.g., Stephens Indus., Inc. v. McClung, 789 F.2d 386, 390 (6th Cir. 1986), In re Schipper (Fulton State Bank v. Schipper), 933 F.2d 513 (7th Cir. 1991).

16. Here, the Trustee has determined, in the exercise of his prudent business judgment consistent with his fiduciary duties, that the sale of the Purchased Assets is appropriate and in the best interests of the estate and its creditors. The Trustee believes that the proposed sale to BSH represents the best and only opportunity to receive a fair purchase price, without diminution of value of the estate from escalating administrative costs, including the cost of liquidating, and the

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<sup>2</sup> BSH is an Ohio limited liability company with an address of P.O. Box 635, Bath, OH 44210. The sole member of BSH is Shane R. Price an insider as such term is defined in section 101(31) of the Bankruptcy Code as he serves as management for the Debtor, holds the title of Vice-President, and is one of the equity security holders as reflected in the List of Equity Security Holders filed on the petition date.

<sup>3</sup> A summary of the terms of the APA is provided herein. To the extent there are any inconsistencies between this Motion and the APA, the terms of the APA shall control.

timely closing of the sale of the Purchased Assets.

17. As noted above, the Debtor marketed the Purchased Assets to numerous potential purchasers. The Debtor was unable to secure a qualified offer, although such a higher and better offer may occur in connection with an auction. The Trustee believes that the bid that emerges from this process will be the highest and best obtainable for the Purchased Assets. Furthermore, the Trustee believes that a prompt sale is in the best interests of this estate, and will maximize the amount that the creditors will realize from the sale of the Purchased Assets.

**SALE FREE AND CLEAR OF LIENS, CLAIMS,  
ENCUMBRANCES, AND OTHER INTERESTS**

18. The Trustee requests authorization to sell the Purchased Assets free and clear of liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code (to the extent described in the APA), with all such liens, claims, encumbrances, and other interests attaching to the proceeds of the sale to the same extent, validity and priority that existed prepetition, subject to the rights and defenses of the Trustee. Section 363(f) of the Bankruptcy Code provides that:

The trustee may sell property under [§ 363(b)] free and clear of any interest in such property of an entity other than the estate, only if –

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fid dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because the language of section 363(f) of the Bankruptcy Code is in the disjunctive, courts can approve a sale if any one of the five conditions is satisfied.

19. Other than the real estate taxes, the Trustee does not believe, based upon the information provided from the Debtor, that the Purchased Assets are subject to any valid, perfected, enforceable

or unavoidable liens as it appears that PBGC filed within the 90-day period prior to the bankruptcy filing. Nevertheless, the Court is empowered to authorize the sale free and clear of any such alleged interest as long as that creditor receives the value of the collateral which may be subject to further order of this Court.<sup>4</sup> See In re Boston Generating LLC, 440 B.R. 302, 332 (Bankr. S.D. N.Y. 2010); In re Grand Slam U.S.A., Inc., 178 B.R. 460, 461-62 (E.D. Mich. 1995). Further, the sale of the Purchased Assets may be free and clear of all claims, including the PBGC Claims. See, e.g., In re Ormet Corporation, No. 13-10334, 2014 WL 3542133, \*4 (Bankr. D. Del. July 17, 2014) (holding that the Bankruptcy Code permits the sale of the Debtor's assets free and clear of the pension trusts successor liability claims).

20. All bankruptcy administrative expenses are subject to a section 506(c) surcharge, to the extent applicable.

21. To the extent not paid at closing, all liens, claims, encumbrances, and other interests against the Purchased Assets (except for real estate taxes which shall be paid or assumed by BSH under the terms of the APA), including the PBGC Claims, will attach to the proceeds of sale to the same extent, validity and priority that existed prepetition, subject to the rights and defenses of the Trustee. The PBGC shall release and waive its rights, if any, to assert any claims for successor liability against BSH

#### ***Good Faith Purchaser***

22. Bankruptcy Code Section 363(m) states:

(m) the reversal of modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

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<sup>4</sup> The Trustee does not admit that PBGC holds a valid, perfected or enforceable prepetition lien in the Purchased Assets, and the Trustee expressly reserves the right to contest the validity, perfection, or enforceability and/or seek avoidance, as appropriate, of any alleged prepetition liens in and to such property.

11 U.S.C. § 363(m).

23. The Trustee submits that the APA was negotiated in good faith in a transparent process that involved competent and experienced counsel. For this reason, the Trustee requests that any order approving the sale of the Purchased Assets find that BSH has acted in good faith and is a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code.

**REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

24. The Trustee also seeks to reject all executory contracts and unexpired leases in which the Debtor is a party (the “Rejected Contracts”). Section 365(a) of the Bankruptcy Code provides that, “the trustee, subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” Courts routinely approve motions to assume, assume and assign or reject executory contracts or unexpired leases upon a showing that the Trustee’s decision to take such action will benefit the Debtor’s estate and is an exercise of sound business judgment. See, e.g., City of Covington v. Covington Landing Ltd. Partnership, 71 F.3d 1221, 1226 (6th Cir. 1995); In re Terrell, 892 F.2d 469, 471 (6th Cir. 1989). See also Sharon Steel Corp. v. National Fuel Gas Dist. Corp., 872 F.2 36, 39-40 (3rd Cir. 1989) (noting that the propriety of trustee’s decision to reject a contract is measured under the traditional “business judgment test,” requiring only that the trustee demonstrates that rejection will benefit the estate.

25. In this case, BSH has determined not to accept the Rejected Contracts. Accordingly, after the sale of the Purchased Assets, the Rejected Contracts would no longer provide a benefit to the estate. To the contrary, they would represent a potentially significant burden from and after the Closing Date. For these reasons, the Trustee has determined, in the exercise of his prudent business judgment consistent with his fiduciary duties, to reject the Rejected Contracts, effective as of the Closing Date, pursuant to section 365 of the Bankruptcy Code.

### **WAIVER OF THE STAY**

26. In addition, the Trustee desires to close the sale of the Purchased Assets as soon as possible, or no later than April 30, 2018 as the Trustee does not have the ability to operate the business beyond April 30, 2018. Accordingly, the Trustee hereby requests that the Court, in the discretion provided to it under Bankruptcy Rules 6004(g) and 6006(d), waive the 14-day stay of the order approving the sale of the Purchased Assets and rejection of the Rejected Contracts. See In re Pittsburgh-Canfield Corp., Case No. 00-43394 (Bankr. N.D. Ohio, June 21, 2001) (authorizing immediate consummation of sale of assets notwithstanding the stay imposed under Bankruptcy Rules 6004(g) and 6006(d); see also In re Quanalyze Oil & Gas Corp. 250 B.R. 83, 91 (Bankr. W.D. Tex. 2000) (authorizing the closing of a sale of estate property 1 day after the entry of the order authorizing the sale where the estate would lose the property to foreclosure if the sale were not consummated).

### **SALE SUBJECT TO HIGHER AND BETTER OFFERS**

27. Under Bankruptcy Rule 6004(f)(1), sales of property outside the ordinary course of a debtor's business may be accomplished by either private sale or public auction. The Trustee seeks to sell the Purchased Asset to BSH through a private sale pursuant to the terms and conditions set forth above. Nevertheless, the Trustee recognizes the importance of maximizing the value of the Purchased Assets for the Debtor's estate. Accordingly, the Trustee proposes that the sale of the Purchased Assets be subject to higher and better offers received by the undersigned counsel at a hearing on this Motion to be scheduled before the Honorable Alan M. Koschik at the United States Bankruptcy Court, 2 S. Main St., Akron, Ohio. If the Trustee's counsel receives any higher and better bids, an auction of the Purchased Assets will be conducted at the hearing. Any potential bidder, however, would need to demonstrate the ability to close the sale on or before April 30, 2018.



**NOTICE**

28. Notice of this Motion has been given to: (a) Debtor's counsel, (b) Office of the U.S. Trustee, (c) all known lienholders and other scheduled creditors, (d) all parties to the Rejected Contracts, and (e) any creditor or party-in-interest having filed and served a request for notice under Bankruptcy Rule 2002.

WHEREFORE, the Trustee respectfully requests that the Court enter an order approving: (a) the sale of the Purchased Assets, pursuant to sections 105 and 363(f) of the Bankruptcy Code, to BSH or a higher and better bidder under the terms and conditions hereinbefore described; (b) the rejection of all executory contracts and unexpired leases, pursuant to section 365 of the Bankruptcy Code, effective as of the Closing Date; and (c) granting the Trustee such other and further relief as the Court may deem just and proper.

Respectfully submitted,

**SUHAR & MACEJKO, LLC**

By: /s/ Melissa Macejko

Andrew W. Suhar, Esq. (#0058419)

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Counsel for the Chapter 11 Trustee

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is hereby entered into as of the 18<sup>th</sup> day of April 2018 (the "Effective Date") by and between Andrew W. Suhar, Chapter 11 Trustee of The R.C.A. Rubber Company, an Ohio corporation ("Seller"), and Blue Shore Holdings, LLC, an Ohio limited liability company ("Purchaser"). Seller and Purchaser shall hereinafter sometimes be referred to individually as a "Party", and collectively as the "Parties".

## RECITALS

A. On November 18, 2016, The R.C.A. Rubber Company, an Ohio corporation (the "Debtor") filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division (the "Bankruptcy Court"), as Case No. 16-52757 (the "Bankruptcy Case").

B. On April 13, 2018, Seller accepted the appointment as the Chapter 11 trustee of the Debtor's estate and has the authority to sell the various parcels known as 1833 East Market Street, Akron, Ohio 44305 as more fully described on Exhibit A, attached hereto (the "Premises") and except for the Excluded Assets (defined below), all of the tangible assets of Debtor located at the Premises including without limitation the furniture, fixtures, equipment, tools and inventory, including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used or consumed by Debtor in the production of finished goods ("Inventory"), associated tradenames and trademarks (and all goodwill associated with such tradenames and trademarks) owned by the Debtor, and all permits or licenses with respect to Debtors' business operations to the extent transferable, as more fully described on Exhibit B-1 and B-2, attached hereto ("Business Assets" and together with the Premises, the "Purchased Assets").

C. Seller intends to move the Bankruptcy Court for an Order pursuant to Section 363 of the Bankruptcy Code to sell the Purchased Assets to Purchaser (the "Sale Motion"), and subject to the terms of the Sale Motion as approved by the Bankruptcy Court (the "Sale Order").

D. Seller desires to sell, and Purchaser desires to purchase, the Purchased Assets on the terms and conditions set forth more fully in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree each recital paragraph is a provision of this Agreement, and as follows:

I. Closing Date and Closing.

I.1. Closing Date. Except as otherwise expressly stated herein, all transactions contemplated by this Agreement shall be closed and consummated no later than three (3) days

after the Bankruptcy Court issues the Sale Order, (the "Closing Date") but in no event shall the Closing Date occur after April 30, 2018, unless extended by mutual agreement of the Parties.

1.2. Closing. The closing of this Transaction shall take place on the Closing Date at the offices of Brouse McDowell, LPA or at such other place as is mutually agreed upon by the Parties (the "Closing").

2. Purchase and Sale of Purchased Assets.

2.1. Purchased Assets. Purchaser agrees to purchase from Seller and Seller agrees to sell to Purchaser, free and clear of the Retained Liabilities (defined below) and all claims, charges, condition, liens, liabilities, security interests or mortgages, the Purchased Assets, together with all appurtenant rights, privileges, and easements and located thereon. Seller shall convey to Purchaser title to the Premises by good and sufficient fiduciary deed (the "Deed") subject to: (a) zoning ordinances affecting the Premises; (b) taxes and assessments, both general and special, which are (i) currently due and payable (if applicable), (ii) delinquent (if applicable), or (iii) a lien but not yet due and payable; (c) all legal highways; and (d) any other easements, restrictions, encumbrances, or matters of record. Seller shall convey the Business Assets to Purchaser by way of a bill of sale with no representations and warranties of any kind (the "Bill of Sale").

2.2. Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the following assets and interests of Debtor (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Purchased Assets, and shall remain the property of Debtor after the Closing:

- (a) cash in Debtor's possession as of the Closing Date;
- (b) all accounts receivables (currently totaling a minimum of \$800,000 as of the Effective Date) including all trade accounts receivable and other rights to payment from customers of Debtor and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts in respect of goods shipped or products sold or services rendered to customers of Debtor ("Accounts Receivable");
- (c) any oral or written agreement, contract, subcontract, lease, license, sublicense, understanding, arrangement, instrument, note, guaranty, indemnity, representation, warranty, deed, assignment, power of attorney, purchase order, work order, commitment, covenant, obligation, promise or undertaking of any nature to which Debtor is a party or by which its properties or assets may be bound as of the Closing Date;
- (d) all current claims for refund of taxes and other governmental charges of whatever nature;
- (e) all rights in connection with and assets of the Debtor's employee plans, including without limitation The R.C.A. Rubber Co. Pension Plan and each "employee benefit plan", as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended

("ERISA"): and all other written or formal plans, enforceable policies or practices or contracts involving direct or indirect compensation or benefits (including any employment contracts entered into between Debtor and any employee of Debtor) currently or previously maintained, contributed to or entered into by Debtor;

(f) Debtor's claims, causes of action, and rights of recovery pursuant to Sections 544 through 550 and Section 553 of the Bankruptcy Code and any other avoidance action under any other applicable provisions of the Bankruptcy Code;

(g) any claim, remedy or other right related to any of the foregoing in (a) through (f);

(h) Debtor's corporate seals, stock record books, corporate record books containing minutes of meetings of directors and stockholders; tax returns, books of account and ledgers and such other records having to do solely with Debtor's organization or stock capitalization or the Excluded Assets or Retained Liabilities; and

(i) all tread molds which the Parties acknowledge belong and shall be returned to Musson by Purchaser on or after the Closing.

2.3. Retained Liabilities. The Retained Liabilities shall remain the sole responsibility of and shall be retained by Debtor. "Retained Liabilities" shall mean every liability of Debtor, including, but not limited to:

(a) any liability, including without limitation injury, damages, product liability or defect, and/or warranty claims, arising out of or relating to products, inventory or services of Debtor, to the extent manufactured, sold or rendered prior to the Closing Date;

(b) any liability for taxes, including (i) any taxes arising as a result of Debtor's operation of its business or ownership of the Purchased Assets prior to the Closing Date, (ii) any taxes that will arise as a result of the sale of the Purchased Assets pursuant to this Agreement and (iii) any deferred taxes of any nature;

(c) any liability under any contract, including without limitation, any liability arising out of or relating to any Debtor's credit facilities, trade payables, indebtedness for money borrowed or any security interest related thereto;

(d) any liability under any Debtor employee plans relating to payroll, vacation, sick leave, severance, workers compensation, unemployment benefits, pension benefits (including The R.C.A. Rubber Co. Pension Plan), employee stock or profit-sharing plans, health care plans or benefits, or any other employee plans or benefits of any kind for Debtor's employees or former employees, or both;

(e) any liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Debtor; and

(f) any liability of Debtor under this Agreement or any other document executed in connection with the transactions contemplated hereby.



2.4. **As-Is Transaction.** Except as expressly otherwise set forth in this Agreement: (i) Purchaser is electing to purchase the Purchased Assets, and Seller is selling the Purchased Assets, in an "As-Is", "Where-Is" condition as of the Closing, subject to all faults, circumstances, conditions and defects; (ii) Seller has no obligation to repair or correct any such faults, circumstances, conditions or defects or to compensate Purchaser for the same; and (iii) Purchaser is familiar with the ownership by Debtor of the Purchased Assets and condition thereof, and has, or shall have prior to Closing, undertaken all such physical inspections and examinations which Purchaser deems necessary or appropriate under the circumstances and that based upon the same, Purchaser is and will be relying strictly and solely upon its own such inspections and examinations. Purchaser shall be granted reasonable access to the Purchased Assets through the Closing Date to make the inspections contemplated in this Section.

2.5. **Leased Items.** The Parties agree that Purchaser may (but shall not be obligated to) negotiate and/or enter into new lease agreements or arrangements, upon terms and conditions acceptable to Purchaser in its sole discretion, for the following items located at the Premises: (a) 2 Copiers – COM DOC ZEROX WC5845 25279773 2019; COM DOC ZEROX 3635 25326095 2019; (b) Air Compressor – RAND R75N NK2203 \$1 BUYOUT 2020; (c) Mail Postage Machine – NEOPOST 440 53797677 2020; and (d) Automobile – DODGE RAM 1500 2017.

### 3. **Purchase Price.**

3.1. **Purchase Price.** The aggregate purchase price for the Purchased Assets (the "**Purchase Price**") shall be Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00).

3.2. **Tax Allocation.** The Purchase Price shall be allocated among the Premises and Business Assets in accordance with an allocation to be mutually agreed upon by the Parties at or prior to Closing. Such allocation shall be in accordance with Section 1060 of the Code and the applicable Treasury Regulations promulgated thereunder. Purchaser and Seller shall report and file all of their respective tax returns (including amended tax returns and claims for refund) consistent with such allocation, and shall take no position contrary thereto or inconsistent therewith (including, without limitation, in any audits or examinations by any taxing authority or in any other proceedings). Purchaser and Seller shall cooperate in the filing of any forms (including Forms 8594) with respect to such allocation. Notwithstanding any other provisions of this Agreement, the foregoing agreement shall survive the Closing Date without limitation, and shall not be an admission of and shall not be evidence of the value of any of the Purchased Assets in the Bankruptcy Case or any other related proceeding, and shall be for tax purposes only.

3.3. **Deposit of Purchase Price.** The full Purchase Price shall be deposited (the "**Deposit**") with Buckeye Reserve Title Agency, Inc. (the "Title Company" or "Escrow Agent"). Attn: Laurie Foster, 37 S. Main Street, Suite 1, Munroe Falls, Ohio 44262 no later than Monday, April 23, 2018 at 5:00 pm E.S.T. The Title Company shall be Escrow Agent for the transactions contemplated under this Agreement. The Deposit shall be applied to the Purchase Price at Closing.

3.4. Payment of Purchase Price. At the Closing, the Deposit shall be applied to the Purchase Price, and the Purchaser shall deposit with Escrow Agent such additional funds necessary for Purchaser's net closing costs properly charged to Purchaser under this Agreement.

4. Representations and Warranties by Seller. Seller represents and warrants to Purchaser as follows:

4.1. Authorization. This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

4.2. Title to Assets. At Closing, Seller will transfer to Purchaser title to the Purchased Assets free and clear of liens, claims and encumbrances, subject to the Sale Order.

5. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

5.1. Authorization. This Agreement is a legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms.

5.2. No Violation. The execution and delivery of this Agreement and other agreements specified herein and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate any provision of the organizational documents of Purchaser or (b) conflict with or violate any statute or law, or any judgment, decree, order, regulation or rule of any court or governmental authority, binding upon or applicable to Purchaser or by which the property or assets of Purchaser, including the Purchased Assets, are bound or affected,

6. Conditions to Parties' Obligations. Each of the Party's respective obligations to sell and purchase the Purchased Assets, to perform each Party's other duties and obligations contained in this Agreement, and to participate in Closing, are expressly subject to the following conditions:

6.1. Entry of Sale Order. The Sale Order, approving the sale of the Purchased Assets from Seller to Purchaser free and clear of all claims, charges, condition, liens, liabilities, security interests or mortgages, including without limitation, the Retained Liabilities shall be in a form approved by the Purchaser, shall have been entered by the Bankruptcy Court and shall not have been stayed, and as to which order or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for reargument has been taken or been made and is pending for argument.

6.2. PBGC Consent and Waiver. The Pension Benefit Guaranty Corporation ("PBGC"), consents to and executes an agreed Sale Order, consenting to the sale of the Purchased Assets to Purchaser and consummation of the transactions under this Agreement, and waiving, releasing and discharging any rights or claims against Purchaser, its shareholders,

members, directors, officers, successors or assigns, for any successor liability relating to all applicable Retained Liabilities, including pension liabilities (underfunded or otherwise) and all applicable fees and penalties arising from administration of The R.C.A. Rubber Co. Pension Plan under ERISA or applicable federal law.

6.3. Agreements and Covenants. All representations and warranties of each Party contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date, and each Party shall have performed all agreements and covenants required hereby to be performed by such Party prior to or at the Closing Date unless the other Party shall have breached this Agreement.

6.4. No Restraint or Litigation. No order entered by a court of competent jurisdiction shall be in effect enjoining or preventing, or declaring the invalidity or illegality of, the transactions contemplated hereby.

7. Closing Documents; Costs. At the Closing, and in connection with effecting and consummating the Closing, including, without limitation, the sale and purchase of the Purchased Assets and the delivery of the Purchase Price, Seller and Purchaser, on the Closing Date, shall deliver the following:

7.1. Distribution to Purchaser. Seller shall deliver to Purchaser:

- (a) the Deed;
- (b) The Bill of Sale;
- (c) a non-foreign status certification affidavit (FIRPTA affidavit) as required by Section 1445 of the Internal Revenue Code; and
- (d) Such other instruments or documents as shall be reasonably requested or required by Purchaser to vest in Purchaser title in and to the Purchased Assets and complete the Closing of this transaction in accordance with the provisions hereof.

7.2. Distribution to Seller. Purchaser shall deliver to Seller:

- (a) The Purchase Price, plus any costs, and adjustments thereto in connection with this Agreement; and
- (b) Such other documents as may be required to complete the Closing of this transaction in accordance with the provisions hereof.

7.3. Closing Costs. Seller shall be responsible for paying the following at Closing: (a) all county transfer taxes required by law to be paid by Seller at the time of the filing of the Deed; (b) the cost of the title work; (c) the cost of any title commitment; (d) one-half (1/2) of the premiums for any title policy obtained by Purchaser, together with any endorsements in

connection therewith; and (e) one-half (1/2) of the fees of Escrow Agent. Purchaser shall be responsible for paying the following at Closing: (f) the cost of recording the Deed; (g) one-half (1/2) of the premiums for any title policy obtained by Purchaser, together with any endorsements in connection therewith; and (h) one-half (1/2) of the fees of Escrow Agent. Each Party shall pay its own attorneys' fees. Any other costs associated with the Closing and not specifically designated as the responsibility of either Party shall be paid by Seller and Purchaser according to the usual and customary allocation of the same in the jurisdiction where the Purchased Assets is located; provided however, Seller's closing costs under this Section shall be capped at \$3,500.00 ("Cap"), and Purchaser agrees to pay any remaining closing costs under this Section in excess of the Cap.

7.4. No Prorations. There shall be no proration of (a) real property taxes and assessments, general or special, in effect with respect to the Premises, and (b) any utility charges with respect to the Premises by all governmental agencies, public utilities, and private utilities, including charges for gas, electricity, water, sewer, trash removal, and street cleaning.

8. Eminent Domain. If the Premises is subjected to a taking, either total or partial, by eminent domain for any public or quasi-public use, or if notice of intent of a taking or a sale in lieu of taking is received by the Seller or the Purchaser (a "Taking"), the Purchaser shall have the right, at its sole option, exercisable by notice to the Seller, either (a) to proceed to Closing, in which event the Purchaser shall be entitled to participate in any such condemnation or eminent domain proceedings and to receive all of the proceeds attributable to any portion of the Purchased Assets; or (b) to terminate this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement except for those rights or obligations that expressly survive Closing. Seller shall promptly provide Purchaser with written notice if the Seller receives notice or otherwise discovers that a Taking is or will be affecting the Purchased Assets.

9. Miscellaneous.

9.1. Sale Motion. Seller shall file with the Bankruptcy Court the Sale Motion. Seller shall give notice of the Sale Motion to all known creditors of Debtor in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and any order of the Bankruptcy Court. Seller shall seek prompt entry of the Sale Order after sufficient notice has been given as may be approved by the Court.

9.2. Bankruptcy Court Approval. The Parties acknowledge and agree that, notwithstanding any provision of this Agreement, the sale of the Purchased Assets referenced in this Agreement is subject to approval of the transaction by entry of a final non-appealable Sale Order by the Bankruptcy Court.

9.3. Further Assurances. Seller agrees that if, at any time before or after the Closing Date, Purchaser considers or is advised that any further instruments of transfer are reasonably necessary or desirable to vest, perfect or confirm Purchaser's title to the Purchased Assets, Seller shall execute and deliver all such proper instruments or documents and do all other things reasonably necessary to vest, perfect or confirm title to such property or rights in



Purchaser and take all such other lawful and reasonably necessary action to carry out the purposes of this Agreement. In addition, from and after the Closing Date, Purchaser agrees that it will remit to Seller all checks or payments received by it on with respect to any Excluded Asset including the Accounts Receivable. Purchaser agrees that it shall take all such other lawful and reasonably necessary action to carry out the purposes of this Agreement.

9.4. Remedies on Breach. Notwithstanding anything to the contrary herein or elsewhere, Purchaser hereby expressly acknowledges that upon satisfaction of the conditions of this Agreement, Seller shall be entitled, in addition to and not in substitution of or replacement for any other of Seller's rights and remedies, the specific performance by Purchaser of its obligations hereunder.

9.5. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of all other Parties to this Agreement; provided however, Purchaser may assign its rights or obligations to, or may take title to any of the Purchase Assets through, any entity in which Purchaser is the sole owner, shareholder or member, but such assignment shall not relieve Purchaser from liability under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, successors and permitted assigns.

9.6. Notices. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to have been duly given when received if personally delivered: when transmitted if transmitted by telecopy, upon receipt of telephonic confirmation, the date after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g. Federal Express): and upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice shall be:

If to Seller, addressed to Seller at:

Andrew W. Suhar, Trustee  
c/o Suhar & Macejko LLC  
29 E. Front Suite, Suite 200  
Youngstown, Ohio 44503

and if to Purchaser, addressed to Purchaser at:

Blue Shore Holdings, LLC  
Attn: Shane Price  
P.O. Box 635  
Bath, Ohio 44210

with a copy to:

Brouse McDowell  
Attn: Michael A. Sweeney

388 S. Main Street, Suite 500  
Akron, Ohio 44311

9.7. **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement represents the entire Agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous written and oral agreements, promises, representations or understandings between the Parties regarding the subject matter hereof. The Parties acknowledge that there are no other written, oral agreements, promises, representations, warranties, or understandings between the Parties with respect to the subject matter hereof, except as otherwise expressly provided in this Agreement.

9.8. **Governing Law.** This Agreement shall be construed and interpreted, and the rights of the Parties determined in accordance with, the laws of the State of Ohio. The Bankruptcy Court shall have jurisdiction over any dispute arising out of or relating to this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith or any of the transactions contemplated hereby.

9.9. **Headings.** The various headings used in this Agreement as headings of sections, articles or otherwise are for convenience only and shall not be used in interpreting or limiting the text in which they appear.

9.10. **General Provisions.** If the context of this Agreement so requires, the singular includes the plural (and vice-versa) and the masculine, feminine and neuter include each other. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Agreement.

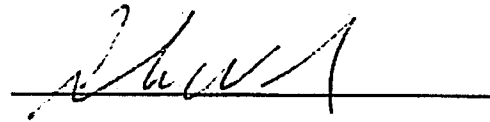
9.11. **Execution in Counterparts.** This Agreement may be executed in several counterparts, and each such counterpart shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be signed as of the date hereinabove provided.

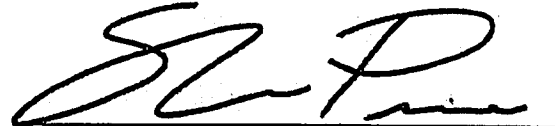
**SELLER:**

Andrew W. Suhar, Trustee of The R.C.A.  
Rubber Company, an Ohio corporation

A handwritten signature in black ink, appearing to read "ASuhar", is written over a solid horizontal line.

**PURCHASER:**

Blue Shore Holdings, LLC

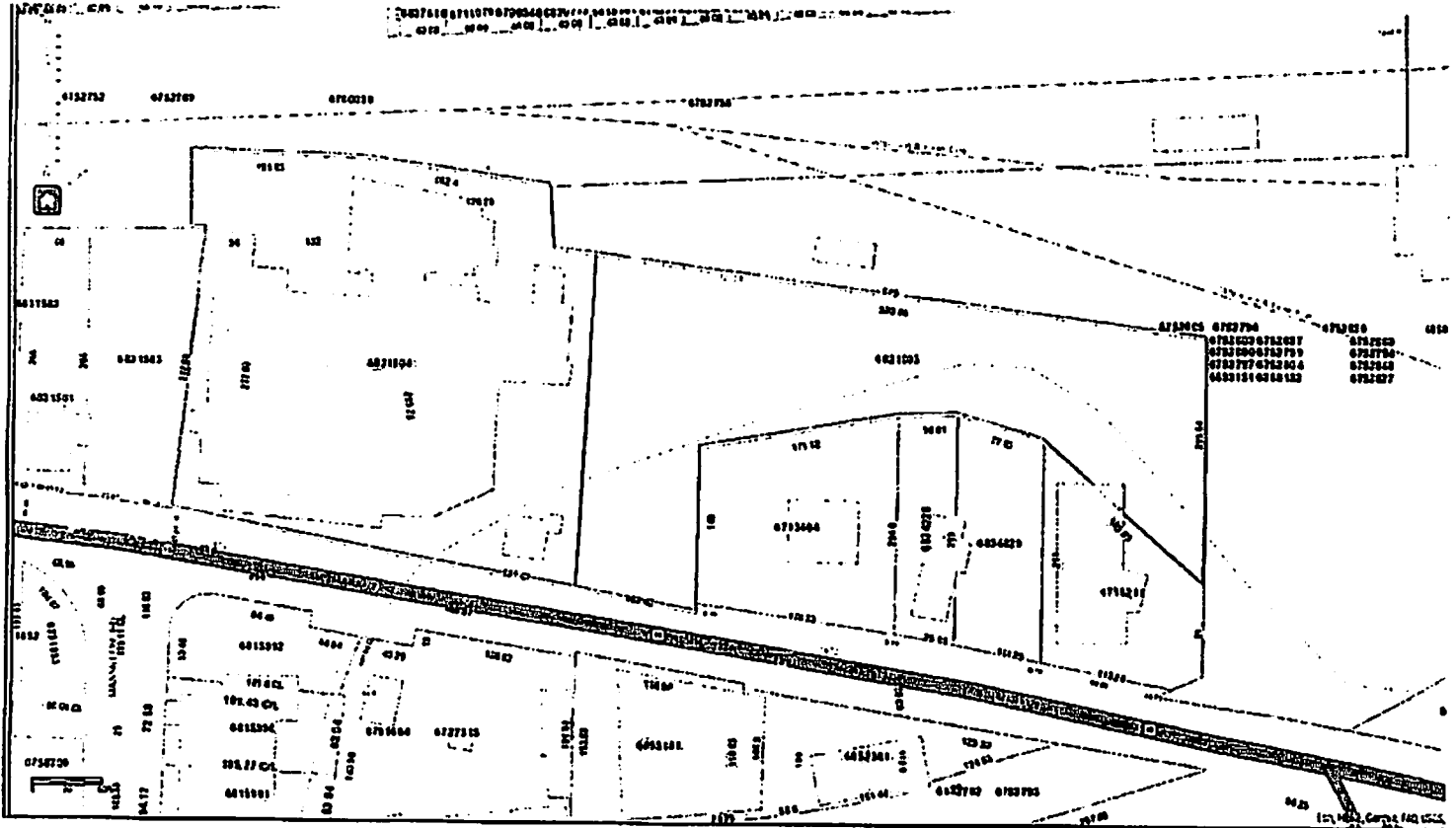
A handwritten signature in black ink, appearing to read "Shane Price", is written over a solid horizontal line.

By: Shane Price – Member

**Exhibit A**

**DESCRIPTION OF PREMISES**

**Summit County, Ohio Parcel Numbers 68-21803 and 68-21804**



and assigns, the following described premises, situated in the City of Akron County of Summit and State of

Ohio and known as being part of original Springfield Township Lot No. 1, Tract No. 4 and bounded and described as follows: Beginning in the center line of East Market Street, South ~~81° 49' 17" East 30 feet from the intersection of the center line of~~ said street with the Westerly line of said Tract No. 4; thence South 81° 49' 17" East along the center line of said street 368-81/100 feet thence North 5° 06' 51" West about 376-39/100 feet to a point, which is 60 feet Southerly at right angles from the center line of the Akron Canton & Youngstown Railroad; thence South 88° 21' 00" West along a Southerly line of land conveyed to The Akron Canton & Youngstown Railway Company by deed dated May 15, 1911 and recorded in Volume 348, page 202 of Summit County Records, 124-80/100 feet; thence South 4° 37' 00" East along a Westerly line of land so conveyed to said Railway Company 32-40/100 feet to a corner in said land so conveyed to said Railway Company; thence South 87° 53' 00" West along a Southerly line of land so conveyed to said Railway Company about 127 feet; thence South 87° 37' 43" West along the Southerly line of land conveyed to The Akron Canton & Youngstown Railway Company by deed dated May 19, 1911 and recorded in Volume 413, Page 456 of Summit County Records, 50 feet to the North Easterly corner of land conveyed to James B. Bulger, by deed dated October 9, 1922 and recorded in Volume 879, Page 421 of Summit County Records; thence South 6° 46' 13" East along the Easterly line of land so conveyed to James B. Bulger, 277-36/100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Also the entire factories and buildings located in the City of Akron, County of Summit and State of Ohio, and including all the buildings located thereon; all its machinery, engines, boilers, dynamos, molds, patterns, tools, furniture, fixtures and all other chattels, appliances, apparatus and property of every description whatsoever, real, personal and mixed; and also all and singular the tenements, hereditaments and appurtenances belonging to the aforesaid property and rights, or in any way appertaining thereto and the reversions, rents, issues, incomes, revenues, patents, contracts, proceeds and profits thereof, and also all the estate, right, title, interest, property, possession, claims and demands whatsoever, as well in law as in equity, of The Trump Brothers Rubber Company, in and to the above described premises, property, easements, rights and privileges and every part thereof with the appurtenances.

Also all property, real, personal and mixed, rights and privileges and all extensions and additions to the foregoing property, rights and privileges to be acquired hereafter.

**Exhibit B-1**

**DESCRIPTION OF BUSINESS ASSETS**

All Inventory, furnishings, fixtures, and equipment located on the Premises, including without limitation all computer hardware and software owned by Debtor, as well as the following:

<b>Quantity</b>	<b>Description</b>
	<b>OUTSIDE</b>
1	2004 Freightliner 20 ft Box Truck, Mod FL60, Morgan Box, VIN 1FVABPAK24HM272, 151,700 Mi, 25,500# GVW
	<b>FIRST FLOOR - WAREHOUSE</b>
1	2016 Lift Truck, Clark, Mod C30CI, IP Power, S/N C232L-1491-9790KF, 6,000# Cap
1	Scale, Toledo, 1,000# Cap, Dial Type, Mod215, S/N 45567, w/Digital Readout, 48"x60" Bed
1	Scale, Toledo, 75# Cap, Dial Type, Bench Mount, Mod 2071
Lot	Contents Shipping/Receiving Office
1	Packaging Equipment, Bander
	<b>FIRST FLOOR - MANUFACTURING</b>
1	Air Compressor, Ingersoll-Rand, Mod R75A, S/N NK2203U143SG, 100 HP, 460 VAC, 3PH, 145 PSIG, Rotary w/Air Receiver, Dryer, Hankinson Mod HPRP5QG-460
1	Air Compressor, Ingersoll-Rand, Not In Service, Est 75 HP, Inaccessible
1	Band Saw, Dake Johnson, Mod V4G, 48" Throat, Not In Service
1	Pump, Flow-Serve, www.flowserve.com Size 3LLR-11/10.6QSF, Mfg 2/13, ox. \$13,195
1	Banbury Rubber Mill #3, 60" Mill Rolls w/125 HP GE A/C Drive, w/Batch System, Farrell Birmingham Mixer, Type S/R Size 201, Viscosity 1000, 600 rpm, w/Weigh System, w/Pass through Cooler, 100 LF OH Conveyor
1	Mix Bin, w/5 hp Shaft Mixer
1	2016 Lift Truck, Clark, LP Power, Mod C3GCI., S/N C232L-14SQ979QKF, 3,000# Cap

1	Banbury Rubber Mill, Lufkin/Erie Engine & Mfg Co., - Size T540H, S/N 124, Ratio 58.3-1, 900 RPM, 84" Mill Rolls, 200 HP Allis Chalmers Drive. W/Mix System, Batch Weigh, 40 Lin Ft OH Cooling Conveyor
1	Rubber Mill, 84" x 30" Rolls, Bolling, 250 HP DC Drive @750 RPM
1	Rubber Mill, 60" x 20" Rolls, Lufkin, 150 HP GE Drive
1	Rubber Mill, 60" x 20" Rolls. Mill #5, 150 HP GE Drive
1	Mottle Mill, 3 Roll w/Vertical Configuration, Allen 150 HP A/C Drive, 60" X 20" Roll
1	Rubber Mill, 60" x 20" Rolls, Lufkin, 150 HP Drive
1	Mottle Mill, Lufkin, 3 Roll T390S, Mod 289160, S/N 224, 150 HP Drive
1	Hydraulic Pump, Wheatly Gase, Mod 59T-3M, Plunge, 1 1/2 @ 420 RPM, S/N 52789, Stroke 3 1/2, Discharge Pres 2695, 50 HP Drive
1	Hydraulic Pump, Wheatly Gase, Mod 59T-3M, Plunge, 1 1/2 @ 420 RPM, S/N 52852, Stroke 3 1/2, Discharge Pres 2695, 50 HP Drive
1	Circulation Pump, Machine Cooling, 125 HP
1	Circulation Pump, Machine Cooling, 125 HP, Not in Service
1	Air Compressor, Ingersoll Rand, Mod IP 100, S/N CK1792U99G54, 1990, Rotary Type
1	Rubber Mill, Adamson, 60" x 20" V 150 HP Drive, Erie Engine Mfg, S/N 68 R16S0
1	Rubber Calendar, 3 Roll, 84" x 80", Lufkin Dr, 250 HP, Adamson United Frame, w/Out Table, 50 LFX 6G" Powered.
1	Powered Dry Table, 20 Lin Ft x 60" Steel Mesh Belt Conveyor, Custom Fab.
1	Lift Truck, Caterpillar, LP Power, 3000# Cap, S/N AT 82C97028 (1980?)
Lot	Machine Shop Equipment, Consisting of: Double end grinder, South Bend lathe, Hyd Press, Welders (2), Horoz Band Saw, Vertical Mill, Bridgeport, Radial Drill, Drill Press, Blast Cabinet, Vertical Mill, Band Saw Hand Tools, Ridgid Pipe Machine, Overhead Electric Chain Hoists, etc.
4	Boiler, Water Tube, Steam, Johnston Boiler Co Cat #PFTO 150-3LS150S1996, S/N 9583-01, 9583-02, 9583-03 & 9583-04, all Gas Fired

1	Rubber Mill, Lab type, Model Mill
1	Forming Press, 10 Hydraulic Post, 12' x 48" Steam Heated Flatten, 3 Deck
5	Forming Press, 3 Hyd Cylinder Post, 10' x 48" Steam Heated Flatten, 3 Deck (2 Not in Service)
1	Forming Press, 4 Hyd Cylinder Post, 12' x 48" Steam Heated Flatten, 3 Deck
2	Forming Press, 2 Hyd Cylinder, 60" x 48" Steam Heated Flatten, Single Deck
1	Slitting Table, 48" w x 12' Wire Mesh Belt, w/ Roll Feed, Kohler Stock Cutter Mod B, Style 48-99, S/N 62759
2	Forming Press, 60" x 48", 4 Hyd Cylinder, Steam Heated Flatten, Southwark, Single Deck, w/10 Lin Ft Out Table
1	Flatten Press/Cutter, USM Hytronic, Mod 511
1	Forming Press, 36" x 40", 2 Hyd Cylinder, Steam Heated Flatten, Single Deck
4	Boiler, Water Tube, Steam, Johnston Boiler Co Cat #PFTO 150-3LS150S1996, S/N 9583-01, 9583-02, 9583-03 & 9583-04, all Gas Fired
1	Rubber Mill, Lab type, Model Mill
1	Forming Press, 10 Hydraulic Post, 12' x 48" Steam Heated Flatten, 3 Deck
5	Forming Press, 3 Hyd Cylinder Post, 10' x 48" Steam Heated Flatten, 3 Deck (2 Not in Service)
1	Forming Press, 4 Hyd Cylinder Post, 12' x 48" Steam Heated Flatten, 3 Deck
2	Forming Press, 2 Hyd Cylinder, 60" x 48" Steam Heated Flatten, Single Deck
1	Slitting Table, 48" w x 12' Wire Mesh Belt, w/ Roll Feed, Kohler Stock Cutter Mod B, Style 48-99, S/N 62759
2	Forming Press, 60" x 48", 4 Hyd Cylinder, Steam Heated Flatten, Southwark, Single Deck, w/10 Lin Ft Out Table
1	Flatten Press/Cutter, USM Hytronic, Mod 511
1	Forming Press, 36" x 40", 2 Hyd Cylinder, Steam Heated Flatten, Single Deck



	<b>SECOND FLOOR - FINISHING</b>
1	Tile Cutter, Freeman Schwabe, Mod TH 425-3079, S/N TH 25065
Lot	Work Tables, Steel, Various, Throughout
Lot	Chain Hoists, Throughout, 1/2 ton elec., I-Beam Rail Mount
1	Face Grinder, Lightening, Micro Grinder Curtin- Herbert, 60" Cap, w/Dust Collector, 25 HP
1	Cutting Table. 50" Wire Mesh Conveyor Surface, 66 Lin Ft Table w/2 Cutting Heads & 1
1	Same as above, 36" Wire Mesh Conv Top, 30 Lin Ft long.
1	Same as above. Smooth Top, Non Powered, 30 Lin Ft x 54" Wide
1	Same as Above, 75 Lin Ft, 54" Wide, 2 Cutting Heads
2	Same as above, 15 Lin Ft x 54"
1	Sander, Wide Face, Finishing Machine. Curin-Herbert, Mod 450, Size 52", S/N 073-465, 30 HP
1	Double End Grinder, 6"
1	Vertical Band Saw, DoAll, 36" Throat
1	Vertical Band Saw, Drake Johnson, Mod V 40, S/N 188425, 40" Throat
1	Vertical Band Saw, Drake Johnson, Mod V 40, S/N 210081
	<b>FIRST FLOOR - MANUFACTURING</b>
1	Extruder, Rubber, National Rubber Machinery, 4 1/2" Extruder, 5.1, Built 1975, S/N T37745, Acq 2015
Lot	Overhead Electric Chain Hoist, 1 Ton Capacity Total of 8 in Maint Area
1	NRM 5.5" Cold Feed Extruder Serial T37745

**Exhibit B-2**

**DESCRIPTION OF BUSINESS ASSETS  
TRADE NAMES & TRADEMARKS**

R.C.A. Rubber Co.  
The R.C.A. Rubber Company



**R.C.A. RUBBER CO.**

*An Ohio Corporation of Akron, Ohio*

***Transit-Flor***<sup>®</sup> *PGF*

*Flexi-Flor*<sup>™</sup>

A stylized logo consisting of three overlapping diamond shapes, similar to the R.C.A. Rubber Co. logo.

**TransitFlor**<sup>®</sup> *LGF*  
Light Weight . . . Heavy Duty



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THE FUTURE IN FLOORING SINCE 1931

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