

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RBX INDUSTRIES, INC.		05/19/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PREVOST & ASSOCIATES, LLC		
<b>Street Address:</b>	1411 Edgewater Drive		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32804		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2107412	HOOVER-HANES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)661-4899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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<b>Correspondent Name:</b>	Valerie Verret		
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<b>ATTORNEY DOCKET NUMBER:</b>	064123.0151		
<b>NAME OF SUBMITTER:</b>	Valerie Verret		
<b>Signature:</b>	/Valerie Verret/		
<b>Date:</b>	07/11/2007		

**CH \$40.00 2107412**

**Total Attachments: 23**

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## AGREEMENT OF PURCHASE AND SALE OF ASSETS

This Agreement of Purchase and Sale of Assets (this "Agreement") is made as of May 19, 2004, by and between PREVOST & ASSOCIATES, LLC, a Georgia limited liability company ("Buyer"), on the one hand, and RBX INDUSTRIES, INC., a Delaware corporation, and RBX CORPORATION, a Delaware corporation (collectively, "Seller"), on the other hand.

### 1. OVERVIEW

Seller engages in the custom rubber mixing business at its location at 280 Pequano Drive in Tallapoosa, Georgia (the "Business").

Seller is a debtor and debtor-in-possession under Chapter 11 of Title 11 of the United States Code (11 U.S.C. § 101, et seq., the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Virginia, Roanoke Division (the "Bankruptcy Court"), as Case No. 7-04-000725 (the "Bankruptcy Case").

By this Agreement, Seller desires to sell, and Buyer desires to buy, certain of the assets of the Business from Seller on the terms and conditions set forth herein and in accordance with Sections 105, 363 and 365 of the Bankruptcy Code.

For purposes of this Agreement, certain capitalized terms have the meanings ascribed to them and certain usages are as described in Section 8. Other terms are defined in the body of this Agreement.

### 2. THE TRANSACTION

2.1. Acquired Assets. On the terms and subject to the conditions set forth in this Agreement, and in accordance with, and with all of the protections afforded by, Sections 363 and 365 of the Bankruptcy Code, Seller agrees to transfer, sell assign and deliver to Buyer, and Buyer agrees to purchase from Seller, at the Closing, all of Seller's right, title and interest in and to the following assets (the "Acquired Assets"):

(a) all real property interests owned by Seller at its plant located at 280 Pequano Drive, Tallapoosa, Georgia, as more particularly described on Schedule 2.1(a) (the "Real Property"), and all of Seller's interests in real property leased by Seller and used in the Business (the "Leased Real Property"), which interests, together with the leases relating thereto (the "Real Property Leases"), are more particularly described on Schedule 2.1(a) (exclusive, however, of any Leased Real Property and Real Property Leases relating thereto described on Schedule 2.1(j));

(b) all buildings and other improvements, fixtures and appurtenances owned by Seller and located on the Real Property and all of Seller's interest in any improvements, fixtures and appurtenances located on any Leased Real Property (collectively, the "Improvements");

(c) all products and inventories located on the Real Property as of the Effective Time (as defined below), tangible or intangible and in whatever medium, and whether raw materials, components, work-in-progress, finished goods, samples, or prototypes set forth on Schedule 2.1(c) (the "Inventory");

(d) all machinery, spare parts, equipment, tools, returnable pallets and containers, leasehold improvements, furniture, fixtures, office equipment, computers (hardware and software), supplies, materials, vehicles, goods and other items of tangible personal property (other than Inventory) of every kind owned or leased by Seller and used in the Business (wherever located and whether or not carried on Seller's books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto set forth on Schedule 2.1(d) (which Schedule describes what FF&E is leased and what FF&E is owned) (the "FF&E");

(e) to the extent assignable, the governmental or administrative licenses, certificates, permits, approvals, and registrations set forth on Schedule 2.1(e) (the "Permits");

(f) to the extent assignable, those trademarks, service marks, trade names, copyrights, know how, patents, trade secrets, internet domain names, telephone numbers, software and licenses (including licenses for the use of computer software programs), recipes and formulas set forth on Schedule 2.1(f) (which Schedule describes what Intellectual Property is licensed and what Intellectual Property is owned) and the name "Hoover-Hanes" (the "Intellectual Property");

(g) the customer, supplier and other agreements and leases listed on Schedule 2.1(g) (together with the licenses to Intellectual Property referenced above, the "Assumed Agreements"), as such schedule may be amended in accordance with Section 3.7;

(h) all insurance benefits, including rights and proceeds, arising from or relating to the Acquired Assets or the Assumed Liabilities (as defined below) prior to the Closing, all claims of Seller against third parties relating to the Acquired Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, and all claims for refunds and rights to offset in respect of the Acquired Assets;

(i) the customer lists used in the Business; and

(j) any other tangible or intangible property used in the Business.

2.2. Assets Not Being Acquired. The following assets are expressly excluded from the Acquired Assets (the "Excluded Assets"):

(a) the minute books, stock ledgers, stock transfer records, corporate seals and other corporate records and documents relating to the organizational existence of Seller as a corporation, and the shares of capital stock of Seller held in treasury;

(b) all cash, cash equivalents, accounts receivable, bank deposits, Tax refunds, prepaid insurance and investments;

(c) the Rubatex trademark;

(d) the RBX trademark;

(e) all Tax Returns of Seller;

(f) any capital stock or other ownership interest in any entity owned beneficially or of record by Seller;

(g) except as specifically identified as an Acquired Asset in Section 2.1, all claims and causes of action of Seller, including, without limitation, all preference or avoidance claims and actions of Seller, including any such claims and actions arising under Chapter 5 of the Bankruptcy Code;

(h) Seller's rights under this Agreement and all cash and non-cash consideration payable or deliverable to Seller pursuant to the terms and provisions hereof;

(i) any contract, agreement or license that (i) is not an Assumed Agreement or a Real Property Lease, (ii) cannot be transferred to Buyer under Applicable Laws, or (iii) by its terms terminates or expires prior to the Closing; and

(j) any other items specified on Schedule 2.2(i).

2.3. Assumed Liabilities. At the Closing, but effective as of the Effective Time, Buyer will assume, and indemnify, defend and hold Seller harmless with respect to, the following liabilities of Seller and no others (the "Assumed Liabilities"):

(a) the executory obligations under the Assumed Agreements and the Real Property Leases arising or continuing after the Effective Time;

(b) all liabilities arising from or under the Acquired Assets, but only to the extent that the circumstances or events giving rise to any such liability occur after the Effective Time; and

(c) all liabilities for Taxes with respect to the ownership of the Acquired Assets or the operation of the Business to the extent that the circumstances or events giving rise to any such Tax liability occur after the Effective Time.

2.4. Excluded Liabilities. Other than the Assumed Liabilities, Seller expressly acknowledges that Buyer will not be liable for any obligations or liabilities of Seller of any kind or nature, whether actual or contingent, matured or unmatured, liquidated or unliquidated, known or unknown, all of which shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller through the Bankruptcy Case or otherwise, including any liabilities:

(a) relating to Seller, the Business or the Acquired Assets and, in each case, to circumstances or events occurring before the Effective Time, including, without limitation:

(i) any liability or obligation to or in respect of any shareholder, officer, director, employee or agent (former or existing) of Seller whether under any plan, policy, agreement, law, board action, charter provision, bylaw provision, or otherwise, including any liability to distribute to any of Seller's shareholders or otherwise apply all or any part of the consideration received hereunder, or any liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Seller;

(ii) any employee or employee benefit plan liabilities, including any liability under any employment, severance, retention or termination agreement with any employee of Seller, any liability relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, health care plans or benefits or any other employee plans or benefits of any kind for Seller's employees or former employees or both, or any liability arising out of or relating to any employee grievance, whether or not the affected employees are hired by Buyer;

(iii) any liability under any Assumed Agreement or Real Property Lease assumed by Buyer pursuant to this Agreement that arises after the Effective Time but that arises out of or relates to any breach or events that occurred prior to the Effective Time, and any liability under any agreement or contract not assumed by Buyer under this Agreement, including any liability arising out of or relating to Seller's credit facilities or any related security interest;

(iv) except as specifically identified as an Assumed Liability in Section 2.3(c), any liability or obligation of Seller in respect of any Tax;

(v) any claim, litigation, arbitration or other proceeding, whether based on negligence, breach of warranty, breach of contract, fraud, misrepresentation, open account, strict liability, enterprise liability or otherwise, relating to any liability arising out of any legal proceeding pending as of the Effective Time or arising out of any legal proceeding commenced after the Effective Time and arising out of or relating to any occurrence or event happening prior to the Effective Time;

(vi) any liability or obligation for violation by Seller of any Applicable Law, including any environmental law;

(vii) any liability or obligation arising out of or relating to products or services of Seller to the extent sold by Seller prior to the Effective Time;

(b) arising in Seller's operation of any continuing business or any other act or omission of Seller following the Effective Time; and

(c) under this Agreement or under any other document executed in connection with this Agreement.

2.5. Purchase Price. The consideration for the Acquired Assets (the "Purchase Price") will be (a) One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) and (b) the assumption of the Assumed Liabilities. The Purchase Price shall be paid as follows:

(a) Initial Deposit. Purchaser shall pay, in escrow, as a deposit toward the Purchase Price, (i) Twenty-Six Thousand Two Hundred Fifty Dollars (\$26,250) within three (3) business days following the issuance of the Bidding Procedures Order by the Bankruptcy Court; and (ii) an additional Twenty-Six Thousand Two Hundred Fifty Dollars (\$26,250) within one (1) business day following the issuance of the Sale Approval Order by the Bankruptcy Court. The sum of the amounts in clauses (i) and (ii), including any interest earned thereon, is hereinafter referred to in this Agreement as the "Earnest Money Deposit" and represents approximately three percent (3.0%) of the cash portion of the Purchase Price. The Earnest Money Deposit shall be deposited by Buyer into an interest bearing escrow account at SunTrust Bank (or such other bank as Buyer and Seller shall mutually agree) pursuant to the terms of an escrow agreement in form and substance reasonably acceptable to Buyer and Seller (the "Escrow Agreement"). The Earnest Money Deposit shall be refundable to Buyer or paid to Seller in accordance with Sections 2.5(b) and 6.3(a).

(b) Payment at Closing. At the Closing, (i) Buyer shall deliver to Seller in cash, by wire transfer of immediately available funds to an account designated by Seller in writing at least two (2) business days prior to the Closing Date, the cash portion of the Purchase Price less the Earnest Money Deposit and (ii) the Earnest Money Deposit shall be released to Seller.

2.6. Adjustment Amount; Adjustment Procedures. At the option of Buyer, no later than five (5) days prior to the Closing Date, Buyer and Seller shall conduct a joint test inventory of the Inventory and prepare a valuation statement thereof (the "Closing Inventory Statement"). The Inventory shall be valued using the same asset classifications and valuation principles used to prepare Schedule 2.1(c). In the event that the Closing Inventory Statement shows that the value of Inventory is less than the value of Inventory shown on Schedule 2.1(c), the Purchase Price shall be decreased by the amount of such shortfall. Buyer shall pay all fees and expenses (including the reasonable expenses of Seller) associated with the joint test inventory and the preparation of the Closing Inventory Statement.

2.7. Employees. On April 2, 2004 (the "Plant Closing Date"), Seller terminated all of the employees employed exclusively in the Business ("Business Employees"). Buyer shall have no obligation to offer employment to any Business Employee. Seller will be responsible for any pension, severance and/or other benefits or payments, including accrued vacation and sick time, sick pay and other compensation, benefits and perquisites, incurred in connection with

Seller's employment of the Business Employees and Seller's termination of the Business Employees.

2.8. Allocation of Purchase Price. Buyer and Seller agree to allocate the Purchase Price (as adjusted pursuant to Section 2.6) among the Acquired Assets in accordance with a schedule to be reasonably agreed to between them prior to the Closing Date (the "Allocation"), which schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Seller and Buyer will cooperate in filing with the Internal Revenue Service their respective Forms 8594 as provided for in Section 1060 of the Code on a basis consistent with the Allocation and, except as otherwise agreed by Seller and Buyer in writing, the Allocation shall be reflected on any income Tax Returns required to be filed as a result of the transactions contemplated hereby. Unless otherwise agreed to by Seller and Buyer in writing, Buyer and Seller shall take no position, and cause their affiliates to take no position, inconsistent with the Allocation for all income Tax purposes (including any Tax audits relating thereto). The Allocation shall be for the sole purpose of complying with the requirements of Section 1060 of the Code and for no other purpose.

2.9. Transfer Taxes. Buyer and Seller shall cooperate to obtain an order of the Bankruptcy Court exempting the sale of the Acquired Assets under this Agreement from sales, use, transfer, stamp, recording, duty and value added Taxes, and other similar Taxes and fees (including recording costs) which may be payable by reason of the sale of the Acquired Assets under this Agreement or the transactions contemplated herein (collectively, "Transfer Taxes"). In the event that Buyer and Seller do not obtain such an exemption order of the Bankruptcy Court and any Transfer Taxes are assessed at any time thereafter, such Transfer Taxes incurred as a result of the transactions contemplated hereby shall be allocated between Seller and Buyer in accordance with the standards, customs and practices of the jurisdiction imposing such Transfer Taxes. Buyer and Seller agree to provide each other reasonable assistance in the preparation and filing of any and all required Tax returns for or with respect to such Transfer Taxes with any and all appropriate taxing authorities. Buyer and Seller shall cooperate to minimize the amount of any such Transfer Taxes to the extent reasonably feasible and shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation.

2.10. Proration of Real and Personal Property Taxes. The real and personal property Taxes (including property Taxes payable by the tenant or lessee under any lease assumed by Buyer) and assessments on the Acquired Assets for any taxable period commencing prior to the Closing Date and ending after the Closing Date shall be prorated between Buyer and Seller as of the Effective Time. All such prorations shall be allocated so that items relating to time periods ending on the day immediately preceding the Closing Date shall be allocated to Seller based upon the number of days in the period prior to the Closing Date and items related to time periods beginning on and including the Closing Date shall be allocated to Buyer based on the number of days in the period beginning on and including the Closing Date. The amount of all such prorations shall be settled and paid on the Closing Date, provided that final payments with respect to prorations that are not able to be calculated on the Closing Date shall be calculated and paid as soon as practicable thereafter. Notwithstanding any other provisions of this Agreement, if Seller or Buyer has paid a property Tax allocable to another party under this Section 2.10, that

other party shall reimburse the payer party upon demand for the amount of such property Tax so paid.

### 3. AGREEMENTS PENDING THE CLOSING

3.1. Operation of Business in Ordinary Course. Prior to the Closing, Seller covenants and agrees to maintain the Acquired Assets in substantially the condition as at the Plant Closure Date. Without limiting the foregoing, Seller covenants and agrees to (a) maintain in full force and effect the insurance coverage currently insuring the Acquired Assets, (b) perform its obligations under the Assumed Agreements and not amend any provision thereof, and (c) not sell or dispose of any Acquired Assets.

3.2. Notification of Certain Matters. Seller shall notify Buyer of (a) any material adverse change relating to the Acquired Assets, (b) any governmental or third party complaints, investigations, or hearings (or communications indicating that any are contemplated), or (c) any material breach by Seller of any agreement, or representation or warranty hereunder.

3.3. Transfer of Assumed Agreements, Real Property Leases, Intellectual Property and Permits. Seller will use its commercially reasonable efforts to assist Buyer to effect the assignment to Buyer of the Assumed Agreements, Real Property Leases, Intellectual Property and Permits. However, any Assumed Agreement, Real Property Lease, Intellectual Property or Permit will not be deemed transferred or assigned to Buyer if the attempted transfer or assignment thereof would be ineffective or would constitute a breach of such Assumed Agreement, Real Property Lease, Intellectual Property or Permit. All monetary liabilities, including pre-petition monetary liabilities, of Seller that must be paid or otherwise satisfied to cure all of Seller's monetary defaults under the Assumed Agreements at the time of the assumption thereof and assignment to Buyer as provided hereunder as such amounts are determined by the Bankruptcy Court shall be paid out of the Closing proceeds.

3.4. Bankruptcy Court Approval. Seller shall use its commercially reasonable efforts to obtain entry of the Bidding Procedures Order by the Bankruptcy Court on or before May 25, 2004 and entry of the Sale Approval Order and the Executory Contracts Order (as defined below) by the Bankruptcy Court on or before June 25, 2004.

3.5. Access to Information. Seller shall provide Buyer and its Representatives with reasonable access during normal business hours to the books, records, business and affairs of Seller relating to the Business, including the Acquired Assets and Seller's facilities. To facilitate Buyer's due diligence review of the Business, and upon Buyer's reasonable request, Seller will use its commercially reasonable efforts to make available to Buyer and its Representatives for consultation customers, employees, key consultants, suppliers, sales agents or distributors. Notwithstanding the execution of this Agreement, that certain Non-Disclosure Agreement, dated April 27, 2004, between Buyer and Seller (the "Non-Disclosure Agreement") shall remain in full force and effect through the Effective Time, at which time the Non-Disclosure Agreement shall terminate and be of no further force and effect.

3.6. Further Action; Regulatory and other Authorizations; Consents. Each of the parties hereto shall use its commercially reasonable efforts to (a) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the transactions contemplated by this Agreement, (b) obtain any consents, licenses, permits, waivers, approvals, authorizations or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, including all consents, and (c) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the parties, with respect to this Agreement and the transactions contemplated hereby required under any Applicable Law.

3.7. Completion of Final Disclosure Schedules; Amendment to List of Assumed Contracts. The parties hereto acknowledge and agree that this Agreement has been executed and delivered with the Schedules as of the date hereof and attached hereto being incomplete. Seller shall deliver a complete copy of all Schedules hereto to Buyer not later than 5:00 p.m. on May 25, 2004, and Buyer shall deliver to Seller all reasonable deletions and additions to such Schedules not later than 5:00 p.m. on May 27, 2004. In the event Seller objects to any of the Schedules as amended by Buyer, the parties shall negotiate in good faith to resolve any such objections. In the event that the parties are unable to resolve such objections, Seller's sole remedy shall be to terminate this Agreement pursuant to Section 6.1(g) hereof. At any time on or before the date immediately preceding the Auction, Buyer shall be entitled in its sole discretion to amend Schedule 2.1(g) by adding to, or removing from, such schedule any customer, supplier or other agreement or lease relating to the Business by providing written notice thereof to Seller.

#### 4. THE CLOSING

4.1. The Closing. Subject to the satisfaction or waiver of the closing conditions contained herein, the closing of the transactions contemplated by this Agreement (the "Closing") will be held as promptly as practicable (but no later than ten (10) days) following the date on which each of the Sale Approval Order and the Executory Contracts Order becomes a Final Order (the "Closing Date") at the offices of Hunton & Williams LLP, 951 East Byrd Street, Richmond, Virginia 23219, or at such other time or place as the parties agree. The Closing will be effective at 12:01 a.m., Eastern time, on the Closing Date (the "Effective Time").

4.2. Seller's Closing Deliveries. At the Closing, Seller will execute (if necessary) and deliver the following:

- (a) limited warranty deeds for each parcel of Real Property, in substantially the form attached hereto as Exhibit A;
- (b) a Bill of Sale, in substantially the form attached hereto as Exhibit B, which conveys to Buyer legal title to all of the Acquired Assets referenced therein;

(c) an Assignment and Assumption of Contracts relating to the Assumed Agreements, in substantially the form attached hereto as Exhibit C (the "Assignment and Assumption of Contracts");

(d) one or more Assignments and Assumption of Leases, in substantially the form attached hereto as Exhibit D (the "Assignment and Assumption of Leases");

(e) an Assignment of Intellectual Property Rights, in substantially the form attached hereto as Exhibit E (the "Assignment of Intellectual Property Rights");

(f) a certificate from Seller, in substantially the form attached hereto as Exhibit F;

(g) a certificate of the corporate secretary of Seller in customary form;

(h) the Sale Approval Order from the Bankruptcy Court;

(i) the order of the Bankruptcy Court authorizing and ordering that any and all defaults arising prior to the Closing with respect to any Executory Contract shall be cured to the full extent required by Section 365 and other applicable provisions of the Bankruptcy Code, and shall be assumed by Seller in accordance with the Bankruptcy Code (the "Executory Contracts Order"); and

(j) any further documents and instruments of transfer reasonably requested by Buyer for the purpose of transferring and conveying to Buyer all property and rights to be transferred and conveyed by this Agreement.

4.3. Seller's Closing Conditions. Seller's obligation to convey the Acquired Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part in its sole and absolute discretion, to the extent permitted by Applicable Law):

(a) All of Buyer's representations and warranties in this Agreement shall have been accurate in all respects as of the date of this Agreement, and shall be accurate in all material respects as of the time of the Closing as if then made (except that to the extent such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be accurate in all respects as of such specified date);

(b) All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects;

(c) Each of the closing deliveries and obligations of Buyer pursuant to Section 4.4 shall have been completed in accordance therewith; and

(d) The Bankruptcy Court shall have entered the Sale Approval Order and the Executory Contracts Order and they shall not have been vacated, reversed or be stayed as of the Closing.

4.4. Buyer's Closing Deliveries. At the Closing, in addition to the delivery of the Purchase Price in accordance with Section 2.5, Buyer will execute (if necessary) and deliver the following:

- (a) the Assignment and Assumption of Contracts;
- (b) the Assignment and Assumption of Leases;
- (c) the Assignment of Intellectual Property Rights;
- (d) a certificate from Buyer, in substantially the form attached hereto as Exhibit G; and
- (e) a certificate of the corporate secretary of Buyer in customary form.

4.5. Buyer's Closing Conditions. Buyer's obligation to purchase the Acquired Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part in its sole and absolute discretion, to the extent permitted by Applicable Law):

(a) All of Seller's representations and warranties in this Agreement shall have been accurate in all respects as of the date of this Agreement, and shall be accurate in all material respects as of the time of the Closing as if then made (except that to the extent such representations and warranties expressly speak as of an earlier date, such representations and warranties shall be accurate in all respects as of such specified date);

(b) All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects;

(c) There shall have been no material adverse change in the Acquired Assets since the date of the Auction;

(d) At the Effective Time, all Assumed Agreements and Real Property Leases will be fully assignable to Buyer without any existing, uncured defaults;

(e) Each of the closing deliveries and obligations of Seller pursuant to Section 4.2 shall have been completed in accordance therewith;

(f) The Bankruptcy Court shall have entered the Sale Approval Order and the Executory Contracts Order and they shall not have been vacated, reversed or be stayed; and

(g) The results of Buyer's due diligence investigation of the Acquired Assets, including the operation and condition thereof, will be satisfactory to Buyer in its sole discretion;

provided, the conditions set forth in Sections 4.5(g) shall have been deemed to have been satisfied or waived on the date immediately preceding the Auction in the event Buyer does not elect to terminate this Agreement on account of the failure of such conditions to have been satisfied before such date.

## 5. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

5.1. Representations of Seller. Seller represents and warrants to Buyer as follows:

(a) Organization. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware, and has the requisite corporate power and authority to own and operate its properties and to carry on its business as now conducted.

(b) Authority Relative to this Agreement. Seller has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all necessary corporate action of Seller. This Agreement has been duly executed and delivered by Seller and, subject to the applicable provisions of the Bankruptcy Code and the entry of the Sale Approval Order and the Executory Contracts Order, constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) No Conflicts. Upon entry of Sale Approval Order and the Executory Contracts Order, the execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the performance of, fulfillment of and compliance with the terms and conditions hereof by Seller do not and will not conflict with or result in a breach of the organizational documents of Seller or, to the Knowledge of Seller, violate any Applicable Laws; *provided, however,* that provisions of Applicable Laws prohibiting the transfer or assignment of Permits without the consent of a governmental authority or the assumption of obligations by the transferee shall not be deemed to breach this representation and warranty.

(d) No Consents. To the Knowledge of Seller, except for consents, approvals or authorizations of, or filings with, the Bankruptcy Court, no notice to, filing with, authorization of, exemption by, or consent of any governmental authority is required in order for Seller to consummate the transactions contemplated hereby.

(e) Brokers. Seller has not dealt with any broker, finder or other person entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby, except that Seller has engaged

TRG and shall pay all of such firms' fees and expenses in connection with such engagement.

(f) Books and Records. The books of account and other financial records of Seller, all of which have been made available to Buyer, are complete and correct in all material respects and represent actual, *bona fide* transactions.

(g) Compliance with Laws; Permits. Seller is in compliance with all Applicable Laws relating to the operation of the Business and the ownership and use of the Acquired Assets, except where such noncompliance could not reasonably be expected to have a material adverse effect on the Business or the Acquired Assets, and Seller has not received any written notice alleging a violation of any Applicable Law. Seller holds and is in compliance with all Permits required for Seller to conduct the Business in accordance with Seller's past practices, except where such failure to hold, or noncompliance with, any Permit could not reasonably be expected to have a material adverse effect on the Business or the Acquired Assets.

(h) Real Estate. The Real Property and Real Property Leases described on Schedule 2.1(a) constitute all interests in real property currently used in the Business. Seller is not a party to or bound by any contract or agreement (including any option) for the purchase or sale of any real estate interest used or to be used in the Business or any contract or agreement for the lease to or from Seller of any real estate interest used or to be used in the Business not currently in possession of Seller. Seller has made available to Buyer true and correct copies of all Real Property Leases. Except as set forth on Schedule 2.1(a) and subject to Section 365 of the Bankruptcy Code, (i) all such leases are in full force and effect and have not been amended, (ii) Seller has a valid and existing leasehold interest under each such lease for the term set forth therein and (iii) neither Seller nor, to the Knowledge of Seller, any other party thereto is in default or breach under any such lease, except for defaults or breaches which could not reasonably be expected to have a material adverse effect on the Business or the Acquired Assets. Except as set forth on Schedule 2.1(a), no event has occurred which, with the passage of time or the giving of notice or both, would cause a breach or default by Seller under any such leases, except for breaches or defaults which could not reasonably be expected to have a material adverse effect on the Business or the Acquired Assets.

(i) Good Title to and Condition of the Acquired Assets. Seller has good and valid title to, or has valid leasehold interests in or licenses to use, the Acquired Assets free and clear of all liens, encumbrances and security interests, except for those liens, encumbrances and security interests that will be released upon the entry of the Sale Approval Order and the Executory Contracts Order by the Bankruptcy Court. All tangible personal property included in the Acquired Assets (other than Inventory) is in serviceable condition and repair, ordinary wear and tear excepted, and is usable in the Ordinary Course of Business.

(j) Contracts and Commitments. Seller has made available to Buyer true and correct copies of each written contract, and a written description of each oral contract,

together with all amendments, waivers, or other changes thereto, that relates to the Business and that constitutes: (a) a collective bargaining agreement or contract with any labor union; (b) a bonus, pension, profit sharing, retirement, or other form of deferred compensation plan; (c) a medical, life insurance or other benefit plan or practice, whether formal or informal; (d) a contract for the employment or compensation of any officer, individual employee or other person on a full-time or consulting basis or relative to severance pay or change-in-control benefits for any such person; (e) an agreement or indenture relating to the borrowing of money relating to the Business or the Acquired Assets or to mortgaging, pledging, or otherwise placing a lien on any of the Acquired Assets; (f) a guaranty of any obligation for borrowed money or otherwise, other than endorsements made for collection; (g) a material customer, supplier, sales or distribution agreement; and (h) an agreement not entered into in the Ordinary Course of Business. Except as set forth on Schedule 5.1(j): (i) no party to any of the Assumed Agreements has indicated to Seller in writing that it will stop or decrease the rate of business done with Seller, except for changes in the Ordinary Course of Business; (ii) Seller has performed its material obligations under the Assumed Agreements that are to be performed by it and Seller has not been advised in writing of, or received any written claim of default under, any Assumed Agreement nor has Seller asserted any written claim against any party to an Assumed Agreement; and (iii) Seller has not breached nor, to the Knowledge of Seller, has any other party breached, any material term of any Assumed Agreement.

(k) Intellectual Property. Seller has the full legal, right, title and interest in and to, or valid and enforceable licenses to use, all of the Intellectual Property, except for defects in title or licenses that could not reasonably be expected to have a material adverse effect on the Business or the Acquired Assets. There are no actions instituted, pending or, to the Knowledge of Seller, threatened by any third party pertaining to or challenging Seller's use of or right to use any of the Intellectual Property, which actions could reasonably be expected to have a material adverse effect.

(l) Litigation. Except as set forth on Schedule 5.1(l), there are no actions pending or, to the Knowledge of Seller, threatened against Seller which could reasonably be expected to have a material adverse effect on the Business or the Acquired Assets.

(m) Affiliate Transactions. None of Seller's officers or directors has any agreement with Seller, or any interest in any property (real, personal, or mixed, tangible or intangible), used in or pertaining to the Business.

(n) "AS IS" TRANSACTION. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ACQUIRED ASSETS, THE ABILITY OF THE BUSINESS TO ATTRACT AND RETAIN CUSTOMERS, THE PHYSICAL CONDITION OF ANY PERSONAL PROPERTY COMPRISING A PART OF THE ACQUIRED ASSETS OR THAT IS

THE SUBJECT OF ANY OTHER LEASE OR CONTRACT TO BE ASSUMED BY BUYER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR OTHER MATTERS RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS WHICH ARE TO BE TRANSFERRED TO BUYER AT CLOSING OR ARE THE SUBJECT OF ANY REAL PROPERTY LEASE TO BE ASSUMED BY BUYER AT THE CLOSING, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE ACQUIRED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF ACQUIRED ASSETS, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE ACQUIRED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE ACQUIRED ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS AND ACCORDINGLY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, BUYER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

5.2. Representations of Buyer. Buyer represents and warrants to Seller as follows:

(a) Organization. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Georgia, and has the requisite limited liability company power and authority to own and operate its properties and to carry on its business as now conducted.

(b) Authority Relative to this Agreement. Buyer has the requisite limited liability company power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary limited liability company action of Buyer. This Agreement has been duly executed and delivered by Buyer and, subject to the applicable provisions of the Bankruptcy Code and the entry of the Sale Approval Order and the Executory

Contracts Order, constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(c) No Conflicts. Upon entry the Sale Approval Order and the Executory Contracts Order, the execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the performance of, fulfillment of and compliance with the terms and conditions hereof by Buyer do not and will not conflict with or result in a breach of the organizational documents of Buyer or, to the Knowledge of Buyer, violate any Applicable Laws; *provided, however*, that provisions of Applicable Laws prohibiting the transfer or assignment of Permits without the consent of a governmental authority or the assumption of obligations by the transferee shall not be deemed to breach this representation and warranty.

(d) No Consents. To the Knowledge of Buyer, except for consents, approvals or authorizations of, or filings with, the Bankruptcy Court, no notice to, filing with, authorization of, exemption by, or consent of any governmental authority is required in order for Buyer to consummate the transactions contemplated hereby.

(e) Buyer has, and on the Closing Date will have, sufficient cash on hand to pay the Purchase Price in cash on the Closing Date without new debt or equity financing. Buyer's obligations hereunder are not contingent upon procuring financing for the transactions contemplated hereunder.

(f) Brokers. Buyer has not dealt with any broker, finder or other person entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby.

5.3. Survival of Representations and Warranties. Solely for the purposes of Section 5.4 below, each representation and warranty made by any of the parties in this Agreement or in any document or other instrument delivered by or on behalf any of the parties pursuant to this Agreement will survive the Closing.

5.4. Indemnification by Seller. Seller agrees to indemnify and hold Buyer and its Representatives harmless from and against any loss incurred by them in connection with or alleged to result from the following:

- (a) any fraud of Seller in connection with any representation or warranty made pursuant to Section 5.1;
- (b) any fraud of Seller in connection with its other obligations or covenants contained in this Agreement; or
- (c) Seller's failure to discharge the Excluded Liabilities.

5.5. Indemnification by Buyer. Buyer agrees to indemnify and hold Seller and its Representatives harmless from and against any loss incurred by them in connection with or alleged to result from the following:

(a) any-fraud of Buyer in connection with any representation or warranty made pursuant to Section 5.2;

(b) any fraud of Buyer in connection with its other obligations or covenants contained in this Agreement; or

(c) Buyer's failure to discharge the Assumed Liabilities.

## 6. TERMINATION

6.1. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of Buyer and Seller;

(b) by Buyer at any time on or before the date immediately preceding the Auction;

(c) by either Buyer or Seller if the other party materially breaches any of its representations, warranties, or covenants contained in this Agreement and, if the breach is curable, the breach is not cured within ten (10) business days after written notice specifying such breach;

(d) by either Seller or Buyer, if the Bankruptcy Court approves a sale, transfer or other disposition by Seller of the Acquired Assets to a third party qualified bidder at the Auction (a "Competing Transaction");

(e) by Buyer if any of the following shall occur:

(i) the Bankruptcy Case is dismissed or converted to Chapter 7 of the Bankruptcy Code or a trustee is appointed for Seller;

(ii) the Bidding Procedures Order shall not have been entered by the Bankruptcy Court within thirty (30) days after the date hereof; or

(iii) the Sale Approval Order or the Executory Contracts Order shall not have been entered by the Bankruptcy Court within seventy-five (75) days after the date hereof;

(f) by either Seller or Buyer if the Closing shall not have occurred on or prior to August 30, 2004, provided that the right to terminate this Agreement under this Section 6.1(f) shall not be available to any party that is then in material breach of this Agreement; or

(g) by Seller in accordance with Section 3.7 hereof.

6.2. Effect of Termination. If this Agreement is terminated pursuant to Section 6.1, all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Section 6 will survive.

### 6.3. Earnest Money Deposit; Break-Up Fee.

(a) Provided that Seller is not in material breach of this Agreement, if Seller terminates this Agreement pursuant to Section 6.1(c), then the amount of the Earnest Money Deposit in escrow as of the date of the notice of termination shall be released to Seller immediately upon (and in no event more than two (2) business days after) such termination. Such Earnest Money Deposit shall constitute liquidated damages to the Seller, and neither Buyer nor Seller shall have any further claims, liabilities or obligations hereunder. Upon termination of this Agreement for any other reason, the Earnest Money Deposit shall be returned to Buyer immediately upon (and in no event more than two (2) business days after) following such termination, and, except as set forth in Section 6.3(b) below, neither Buyer nor Seller shall have any further claims, liabilities or obligations hereunder. Any and all disputes relating to the release or return of the Earnest Money Deposit shall be resolved by the Bankruptcy Court.

(b) From and after the entry of the Bidding Procedures Order, if this Agreement is terminated pursuant to Section 6.1(d) and Buyer is not at such time in breach of its obligations hereunder then, in addition of the return of the Earnest Money Deposit to Buyer, Seller shall pay to Buyer a break-up fee in an amount equal to Fifty-Two Thousand Five Hundred Dollars (\$52,500) (the "Break-Up Fee"). The payment of the Break-Up Fee shall be made by wire transfer of immediately available funds within two (2) business days following the consummation of the transaction contemplated by the Competing Transaction out of the proceeds received by Seller in such transaction.

## 7. MISCELLANEOUS

7.1. Entire Agreement. This Agreement, including the Exhibits and the Schedules attached hereto, and the Non-Disclosure Agreement are and shall be deemed to be the complete and final expression of the agreement between the parties as to the matters contained in and related to this Agreement and supersedes any previous agreements between the parties pertaining to such matters.

7.2. Survival. Except for the covenants and agreements of the parties that are to be performed after the Closing Date, and except as set forth in Section 5.3, none of the representations, warranties covenants and agreements of the parties contained in this Agreement or in any certificate or other document delivered by the parties prior to or at the Closing shall survive the Closing.

7.3. Further Assurances. From time to time after the Closing Date, at Buyer's request and without further consideration, Seller shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment and transfer and shall take such other action as Buyer may reasonably request in order more effectively to convey, transfer, reduce to possession or record title to any of the Acquired Assets purchased pursuant to this Agreement. On Buyer's reasonable request, Seller shall cooperate and use its commercially reasonable efforts to cause its officers, directors, employees and agents to cooperate with Buyer on or after the Closing by furnishing information, evidence, testimony and other assistance

in connection with any actions, proceedings, arrangements or disputes involving Buyer and which are based on contracts, leases, arrangements or acts of Seller which were in effect or occurred on or prior to the Closing Date.

7.4. Cooperation. For a period of up to six (6) months after the Closing, upon Buyer's reasonable request, Seller will use its commercially reasonable efforts to assist Buyer with the transition of the Business from Seller to Buyer.

7.5. Books and Records. Following the Closing, the parties will make reasonably available to one another any records or documents that they maintain with respect to the Acquired Assets or the Business for purposes of compliance with applicable Tax laws or in defending any third-party litigation arising in respect of this Agreement.

7.6. Transaction Expenses. Each party shall be responsible for all of their respective legal fees and expenses relating to the proposed transactions.

7.7. Notices. All notices and other communications hereunder will be in writing and deemed to have been given when (a) delivered by hand, (b) sent by telecopier (with receipt confirmed), provided that a copy is mailed by registered mail, postage pre-paid return receipt requested, or (c) when actually received by the addressee, in each case to the following:

If to Buyer:	Prevost & Associates, LLC 1411 Edgewater Drive Orlando, Florida 32804 Attn: Jack Prevost Fax No. 407-447-0390
With a copy to:	Smith Diment Conerly, LLP 402 Newnan Street Carrollton, Georgia 30117 Attn: J. Nevin Smith, Esq. Fax No. 770-834-1190
If to Seller:	RBX Industries, Inc. 5221 Valley Park Drive Roanoke, Virginia 24019 Attn: Timothy J. Bernlohr Fax No. 540-561-6034
With a copy to:	Hunton & Williams LLP 951 East Byrd Street Richmond, Virginia 23219 Attn: Benjamin C. Ackerly, Esq. Fax No. 804-788-8218

7.8. Governing Law. The validity, construction, and enforceability of this Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its conflict of laws rules, and, to the extent applicable, the Bankruptcy Code.

7.9. Assignment; No Third Party Beneficiaries. This Agreement will not be assigned by operation of law or otherwise, except that Buyer may assign all or any portion of its rights under this Agreement to any wholly owned subsidiary or affiliated entity, but no such assignment will relieve Buyer of its obligations hereunder. Except as contemplated by Sections 5.4 and 5.5 hereof, the terms and provisions of this Agreement (including provisions regarding employee matters) are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns and are not intended to, and shall not, confer third-party beneficiary rights upon any other person.

7.10. Execution of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be considered one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

7.11. Amendment. This Agreement may not be amended except by an instrument in writing executed by Buyer and Seller.

7.12. Severability. If any term, provision, covenant, or restriction of this Agreement is held by a court to be invalid or unenforceable, the remainder of the terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect and will in no way be affected or invalidated and the court will modify this Agreement or, in the absence thereof, the parties agree to negotiate in good faith to modify this Agreement to preserve each party's anticipated benefits under this Agreement.

7.13. Waiver of Provisions. The terms, covenants, representations, warranties, and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provisions hereof will, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, or breach of any provision, term, covenant, representation, or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

## 8. DEFINED TERMS AND USAGES

8.1. Defined Terms. As used in this Agreement, the following terms have the meanings set forth below:

**"Applicable Laws"** means all laws, regulations, ordinances and similar restrictions of foreign, federal, state, and local governments and agencies regulating or otherwise affecting the Business or the Acquired Assets, including, without limitation, employee health and safety, the discharge of pollutants or wastes, and employee benefit plans.

**"Auction"** means, as more fully described in the Bidding Procedures Order, the auction to be held for consideration of qualifying higher and better offers that may be presented to Seller.

**"Bidding Procedures Order"** means an order of the Bankruptcy Court in substantially the form attached to this Agreement as Exhibit H.

**"Final Order"** means an order of the Bankruptcy Court or other court of competent jurisdiction: (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all material respects without the possibility for further appeal or rehearing thereon; (b) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (c) as to which no stay is in effect.

**"Knowledge of Buyer"** means the actual knowledge, without inquiry, of Jack Prevost.

**"Knowledge of Seller"** means the actual knowledge, without inquiry, of Timothy J. Bernlohr and Joseph E. LeQuick.

**"Ordinary Course of Business"** means an action taken by Seller in connection with the operation of the Business that is (a) consistent in nature, scope and magnitude with the recent practices of Seller and is taken in the ordinary course of the normal, day-to-day operations of Seller and that does not require authorization by the board of directors or shareholders of Seller or (b) otherwise permitted in connection with the Bankruptcy Case.

**"Representative"** means, with respect to a party hereto, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that party.

**"Sale Approval Order"** means an order of the Bankruptcy Court in substantially the form attached to this Agreement as Exhibit I.

**"Tax"** means any federal, state, local, foreign or other tax, levy, impost, fee, assessment or other government charge, including, without limitation, (a) income, estimated income, business, occupation, franchise, property, payroll, personal property, real property, sales, transfer, use, employment, commercial rent, occupancy, franchise or withholding taxes and (b) any premium, interest, penalties and additions in connection therewith.

8.2. Usages. As used in this Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

- (b) reference to any gender includes each other gender;
- (c) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof, and also shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto;
- (d) reference to any Applicable Law or legal requirement means such law or legal requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder;
- (e) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (f) "or" is used in the inclusive sense of "and/or."

**[Remainder of Page Intentionally Left Blank]**

Buyer and Seller have executed this Agreement on the date first written above. By signing below, each individual represents that he or she is a duly elected officer or representative of the company and is authorized to sign in that capacity.

**"Buyer"**

PREVOST & ASSOCIATES, LLC, a Georgia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Seller"**

RBX INDUSTRIES, INC., a Delaware corporation

By: T.J. Bernlohr  
Name: Timothy J. Bernlohr  
Title: President and CEO

RBX CORPORATION, a Delaware corporation

By: T.J. Bernlohr  
Name: Timothy J. Bernlohr  
Title: President and CEO

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Buyer and Seller have executed this Agreement on the date first written above. By signing below, each individual represents that he or she is a duly elected officer or representative of the company and is authorized to sign in that capacity.

"Buyer"

PREVOST & ASSOCIATES, LLC, a Georgia limited liability company

By: H. D. McCusker  
Name: H. D. McCusker  
Title: Authorized Agent

"Seller"

RBX INDUSTRIES, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RBX CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_