

# SECURITIES AND EXCHANGE COMMISSION

## FORM 8-K

Current report filing

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### FILER

#### **RCLC, INC.**

CIK: **84919** | IRS No.: **220743290** | State of Incorporation: **NJ** | Fiscal Year End: **1231**  
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SIC: **2890** Miscellaneous chemical products

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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FORM 8-K

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CURRENT REPORT  
Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 29, 2010

**RCLC, INC.**

(Exact Name of Registrant as Specified in Charter)

**New Jersey**  
(State or other jurisdiction of incorporation)

**001-01031**  
(Commission File Number)

**22-0743290**  
(IRS Employer Identification No.)

**1480 Route 9 North, Suite 301, Woodbridge, New Jersey**  
(Address of principal executive offices)

**07095**  
(Zip Code)

Registrant's telephone number, including area code: **(732) 469-8300**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**RCLC, INC.**  
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## Forward-Looking Statements

**This Current Report on Form 8-K contains forward-looking statements based on management's plans and expectations that are subject to uncertainty. Forward-looking statements are based on current expectations of future events. The Company cannot assure that any forward-looking statement will be accurate. If underlying assumptions prove inaccurate or unknown risks or uncertainties materialize, actual events could vary materially from those anticipated. Investors should understand that it is not possible to predict or identify all such factors and should not consider this to be a complete statement of all potential risks and uncertainties. The Company assumes no obligation to update any forward-looking statements as a result of future events or developments.**

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**Item 1.01 Entry into a Material Definitive Agreement.**

On July 29, 2010, RCLC, Inc. (formerly Ronson Corporation) (the “Company”) and its wholly-owned subsidiaries, RCPC Liquidating Corp. (formerly Ronson Consumer Products Corporation) (“RCPC”), Ronson Aviation, Inc. (“RAI”) and RCC Inc. (formerly Ronson Corporation of Canada Ltd.) (“Ronson Canada” and collectively with the Company, RCPC, and RAI, the “Borrowers”), entered into an Amendment to Credit Agreement and Security Agreement (the “Credit Agreement Amendment”) with their principal lender, Wells Fargo Bank, National Association (“Wells Fargo”), which further amends the Credit and Security Agreement, dated as of May 30, 2008 (as amended, modified, supplemented or restated from time to time, the “Credit Agreement”), to which the Borrowers and Wells Fargo are a party.

As previously reported, certain events of default have occurred and are continuing under the Credit Agreement which would permit Wells Fargo to accelerate the payment of all outstanding indebtedness owed by the Company to Wells Fargo. These events of default extend to maintaining financial covenant compliance relating to minimum net income, net cash flow and tangible net worth requirements, failure to obtain certain waivers and other agreements with third parties required under the Credit Agreement and failure to meet certain financial reporting due dates. Wells Fargo had agreed to forbear from exercising its rights under the Credit Agreement pursuant to a forbearance agreement, dated March 29, 2009, which subsequently has been amended and extended numerous times (the forbearance agreement, as amended, the “Forbearance Agreement”). The most recent amendment to the Forbearance Agreement expired by its terms on July 26, 2010 and Wells Fargo has refused to provide further extension thereof resulting in a termination event under such agreement again permitting Wells Fargo to accelerate the payment of all outstanding indebtedness owed by the Company. The total outstanding indebtedness to Wells Fargo as of August 1, 2010 is approximately \$2.862 million.

Notwithstanding the expiration of the Forbearance Agreement and the existence of a termination event, Wells Fargo agreed to an amendment of the Credit Agreement fixing the accommodation overadvance limit at \$1.65 million if drawn upon by July 30, 2010 and \$1.5 million if drawn upon thereafter. The Company has drawn upon \$1.5 million. Pursuant to the terms of the Credit Agreement Amendment interest will accrue on the accommodation overadvance at the prime rate plus 8% per annum. Additionally, as previously reported, as a result of the consummation of the sale of the Company’s consumer products business to Zippo Manufacturing Company on February 2, 2010, RCPC and Ronson Canada are no longer permitted to request advances under the Credit Agreement and any remaining assets of RCPC and Ronson Canada are no longer considered in borrowing base calculations. The Credit Agreement Amendment contains an acknowledgement by the Borrowers of the events of default, the expiration of the Forbearance Agreement and the attendant existence of a termination event, and the fact that Wells Fargo has no obligation to provide further advances.

The foregoing summary set forth in response to this Item 1.01 does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment to Credit Agreement and Security Agreement annexed as Exhibit 10.1 to this Current Report on Form 8-K.

**Item 2.04 Triggering Events that Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.**

The text of Item 1.01 of this Current Report on Form 8-K with respect to the expiration of the Forbearance Agreement and the existence of a termination event that would permit Wells Fargo to accelerate the payment of all outstanding indebtedness owed by the Company to Wells Fargo is incorporated by reference to this item 2.04.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On July 29, 2010, the Company executed an amendment to the previously disclosed engagement agreement between the Company and Getzler Henrich & Associates LLC (“Getzler Henrich”), a corporate turnaround and restructuring firm, pursuant to which Joel Getzler is retained as Chief Restructuring Officer of the Company and Getzler Henrich is providing operational restructuring services to the Company. The amendment extends the term of Getzler Henrich’s engagement which was to expire on July 31, 2010 through August 31, 2010. The amendment further confirms that, as of July 3, 2010, the Company owes \$1,909,981.52, consisting of \$1,709,981.52 in fees and expenses and \$200,000 in Signing Bonus, to Getzler Henrich under the engagement agreement, and such amount is owing and payable in full, without offset, deduction or counterclaim of any kind or character whatsoever.

The foregoing summary set forth in response to this Item 5.02 does not purport to be complete and is qualified in its entirety by reference to the full text of the amendment to the engagement agreement between the Company and Getzler Henrich annexed hereto as Exhibit 10.2 to this Current Report on Form 8-K.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits: The following exhibits are filed herewith:

No.	Description
10.1	Amendment to Credit Agreement and Security Agreement, dated as of July 29, 2010, among RCLC, Inc. (formerly Ronson Corporation), RCPC Liquidating Corp. (formerly Ronson Consumer Products Corporation), Ronson Aviation, Inc., RCC Inc. (formerly Ronson Corporation of Canada Ltd.) and Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division
10.2	Letter Amendment fully executed July 29, 2010 to Engagement Agreement, dated March 30, 2008 between Ronson Corporation, now known as, RCLC, Inc., and Getzler Henrich & Associates LLC.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### **RCLC, INC. (formerly Ronson Corporation)**

Date: August 4, 2010

By: /s/ Daryl K. Holcomb

Name: Daryl K. Holcomb

Title: Vice President, Chief Financial Officer and Controller

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<u>No.</u>	<u>Description</u>
10.1	Amendment to Credit Agreement and Security Agreement, dated as of July 29, 2010, among RCLC, Inc. (formerly Ronson Corporation), RCPC Liquidating Corp. (formerly Ronson Consumer Products Corporation), Ronson Aviation, Inc., RCC Inc. (formerly Ronson Corporation of Canada Ltd.) and Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division
10.2	Letter Amendment fully executed July 29, 2010 to Engagement Agreement, dated March 30, 2008 between Ronson Corporation, now known as, RCLC, Inc., and Getzler Henrich & Associates LLC.



AMENDMENT TO CREDIT AGREEMENT AND SECURITY AGREEMENT

This Amendment to Credit and Security Agreement (the "Amendment") is entered into as of this 29th day of July, 2010 by and among RCLC, Inc. (formerly known as Ronson Corporation), a New Jersey corporation ("Parent"), RCPC Liquidating Corp. (formerly known as Ronson Consumer Products Corporation), a New Jersey corporation ("RCPC"), Ronson Aviation, Inc., a New Jersey corporation ("RAI") and RCC Inc. (formerly known as Ronson Corporation of Canada Ltd.), an Ontario corporation ("Ronson Canada") (RCPC and RAI are collectively and individually referred to as the "Domestic Borrower" or "Domestic Borrowers"; the Domestic Borrower and Ronson Canada are collectively and individually referred to as the "Borrower" or "Borrowers", and the Borrowers, together with Parent are collectively and individually referred to as the "Obligors") and Wells Fargo Bank, National Association ("Lender"), acting through its Wells Fargo Business Credit operating division.

## RECITALS:

Borrowers and Lender are parties to a certain Credit and Security Agreement dated as of May 30, 2008 (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), relating to financing by Lender to Borrowers. Capitalized terms used but not specifically defined herein shall have the meanings provided for such terms in the Credit Agreement.

Certain Events of Default occurred under the Credit Agreement and, as a result thereof, Lender and Borrowers entered into that certain Forbearance Agreement dated as of March 29, 2009 (as amended modified, supplemented or restated from time to time, the "Forbearance Agreement"), whereby Lender agreed to forbear from exercising certain of its rights and remedies available under the Loan Documents as a result of the Existing Events of Default.

The Forbearance Agreement expired pursuant to its terms on July 26, 2010, resulting in a Termination Event (as such term is defined in the Forbearance Agreement) thereunder.

On February 2, 2010, Parent, RCPC and Ronson Canada consummated a transaction (the "Zippo Sale") pursuant to which RCPC and Ronson Canada sold substantially all of their assets to Zippo Manufacturing Company and Nosnor, Inc., pursuant to an Asset Purchase Agreement dated as of October 5, 2010. The net proceeds of the Zippo Sale were delivered to Lender in accordance with the terms of that certain letter agreement by and among Lender and Obligors dated as of February 2, 2010 and applied by Lender in accordance with and subject to the Thirteenth Amendment to Forbearance Agreement dated as of April 1, 2010.

Obligors have requested that Lender amend certain terms and conditions of the Credit Agreement notwithstanding the existence of the Existing Events of Default and the occurrence of the Termination Event under the Forbearance Agreement.

Lender has considered Borrowers' requests and, in an effort to continue working with Borrowers, hereby agrees to amend the Credit Agreement on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Credit and Security Agreement. The following definition set forth in section 1.1 of the Credit Agreement shall be amended and restated in its entirety to read as follows:

“Accommodation Overadvance Limit” means an amount up to \$1,650,000; provided, however, that Borrower acknowledges and agrees that if the full of amount of the Accommodation Overadvance Limit is not drawn by 5:00 p.m., July 30, 2010, the Accommodation Overadvance Limit shall automatically be reduced to \$1,500,000.

2. Funding of RAI Pending Closing of the RAI Sale. Obligors acknowledge and agree that as a result of the consummation of the Zippo Sale, RCPC and Ronson Canada shall no longer be permitted to request Advances under the Credit Agreement and any remaining assets of RCPC and/or Ronson Canada shall no longer be considered in any borrowing base calculation.

3. Interest Rate on Accommodation Overadvance. Obligors acknowledge and agree that interest on the Accommodation Overadvance shall accrue at a rate equal to the Prime Rate plus eight percent (8.00%) per annum.

4. Acknowledgement of Existing Events of Default and Termination Event under Forbearance Agreement. Obligors acknowledge and agree that (i) the Existing Events of Default have occurred and are continuing and (ii) that the Forbearance Agreement has expired pursuant to its terms, resulting in a Termination Event thereunder, and that as a result of such Existing Events of Default and the Termination Event, Lender has no obligation to make any further Advances to RAI, including the Accommodation Overadvance contemplated by this Amendment.

5. Conditions. Lender’s agreement to amend the terms and conditions of the Credit Agreement on the terms and conditions set forth herein is conditioned upon:

- (a) execution and delivery by the Obligors and Lender of this Agreement; and
- (b) such other matters as Lender may reasonably require.

6. Sums Secured; Estoppel. The Obligors acknowledge and reaffirm that their obligations to Lender as set forth in and evidenced by the Loan Documents are due and owing without any defenses, set-offs, recoupments, claims or counterclaims of any kind as of the date hereof. To the extent that any defenses, set-offs, recoupments, claims or counterclaims may exist as of the date hereof, the Obligors waive and release Lender from the same.

7. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Credit Agreement shall remain in full force and effect.

8. References. All references in the Credit Agreement to “this Agreement” shall be deemed to refer to the Credit Agreement as amended hereby.

9. No Waiver. The execution of this Amendment shall not be deemed to be a waiver of any Default or Event of Default under the Credit Agreement, a waiver of any Termination Event under the Forbearance Agreement or breach, default or event of default under any Loan Documents or other document held by Lender, whether or not known to Lender and whether or not existing on the date of this Amendment.

10. Waiver and Release of Claims and Defenses. The Obligors hereby waive and release all claims and demands of any nature whatsoever that they now have or may have against Lender, whether arising under the Loan Documents or by any acts or omissions of Lender, or any of its directors, officers, employees, affiliates, attorneys or agents, or otherwise, and whether known or unknown, existing as of the date of the execution of this Amendment, and further waive and release any and all defenses of any nature

whatsoever to the payment of the Obligations or the performance of their obligations under Loan Documents.

11. Reaffirmation of Loan Documents. The Obligors hereby agree with, reaffirm and acknowledge their representations and warranties contained in the Loan Documents. Furthermore, the Obligors represent that their representations and warranties contained in the Loan Documents continue to be true and in full force and effect. This agreement, reaffirmation and acknowledgment is given to Lender by the Obligors without defenses, claims or counterclaims of any kind. To the extent that any such defenses, claims or counterclaims against Lender may exist, the Obligors waive and release Lender from same.

12. Ratification and Reaffirmation of Loan Documents. The Obligors ratify and reaffirm all terms, covenants, conditions and agreements contained in the Loan Documents.

13. No Preferential Treatment. No Obligor has entered into this Amendment to provide any preferential treatment to Lender or any other creditor. No Obligor intends to file for protection or seek relief under the United States Bankruptcy Code or any similar federal or state law providing for the relief of debtors.

14. Legal Representation. Each of the parties hereto acknowledge that they have been represented by independent legal counsel in connection with the execution of this Amendment, that they are fully aware of the terms and conditions contained herein, and that they have entered into and executed the within Amendment as a voluntary action and without coercion or duress of any kind.

15. Partial Invalidity; No Repudiation. If any of the provisions of this Amendment shall contravene or be held invalid under the laws of any jurisdiction, this Amendment shall be construed as if not containing such provisions and the rights, remedies, warranties, representations, covenants, and provisions hereof shall be construed and enforced accordingly in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction, or any other provisions of this Amendment in any jurisdiction.

16. Binding Effect. This Amendment is binding upon the parties hereto and their respective heirs, administrators, executors, officers, directors, representatives and agents.

17. Governing Law. This Amendment shall be governed by the laws of the State of New York.

18. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY, AS TO ANY ACTION WHICH MAY ARISE AS A RESULT OF THE LOAN DOCUMENTS, THE FORBEARANCE AGREEMENT, THIS AMENDMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH.

19. Counterparts. This Amendment and/or any documentation contemplated or required in connection herewith may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be considered one and the same document. Delivery of an executed counterpart of a signature page of this document by facsimile shall be effective as delivery of a manually executed counterpart of this document.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereby execute this Amendment the date and year first above written.

**RCLC, INC. (f/k/a RONSON CORPORATION)**

By: /s/ Joel Getzler  
Print Name: Joel Getzler  
Print Title: Chief Restructuring Officer

**RCPC LIQUIDATING CORP. (f/k/a/ RONSON CONSUMER PRODUCTS CORPORATION)**

By: /s/ Joel Getzler  
Print Name: Joel Getzler  
Print Title: Chief Restructuring Officer

**RONSON AVIATION, INC.**

By: /s/ Joel Getzler  
Print Name: Joel Getzler  
Print Title: Chief Restructuring Officer

**RCC INC. (f/k/a RONSON CORPORATION OF CANADA LTD.)**

By: /s/ Joel Getzler  
Print Name: Joel Getzler  
Print Title: Chief Restructuring Officer

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: /s/ Michael F. Hahn, counsel to Wells Fargo Bank, National Association  
Michael F. Hahn, counsel to Wells Fargo Bank, National Association

As of July 16, 2010

Mr. Louis V. Aronson  
President and Chief Executive Officer  
Ronson Corporation  
Corporate Park III, Campus Drive

Somerset, NJ 08875

Dear Mr. Aronson:

Reference is made to the Agreement dated March 30, 2009, as previously amended (the "Agreement") between Getzler Henrich & Associates LLC ("Getzler Henrich") and Ronson Corporation (together with its subsidiaries, the "Company").

By signing below, please confirm that:

(i) The date "July 31, 2010" in the two places where it appears in the Agreement is amended to be "August 31, 2010"; provided, that this extension shall become effective only if the Company is not a debtor in a bankruptcy proceeding as of July 31, 2010; and

(ii) On and as of July 3, 2010, the Company owes \$1,909,981.52, consisting of \$1,709,981.52 in fees and expenses and \$200,000 in Signing Bonus, to Getzler Henrich under the Agreement, and such amount is owing and payable in full, without offset, deduction or counterclaim of any kind or character whatsoever.

Should another extension to the term of the Agreement be required, Getzler Henrich will furnish the Company a proposed extension letter on or before August 19, 2010.

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The Agreement is, in all other respects, ratified and confirmed.

Very truly yours,

**GETZLER HENRICH &  
ASSOCIATES LLC**

By: /s/ Joel Getzler

Joel Getzler  
Vice Chairman

**Agreed to and accepted:**

RONSON CORPORATION

By: /s/Louis V. Aronson II

Name: Louis V. Aronson II  
Title: President and Chief Executive Officer

RONSON CONSUMER PRODUCTS CORPORATION

By: /s/Louis V. Aronson II

Name: Louis V. Aronson II  
Title: President and Chief Executive Officer

RONSON AVIATION, INC.

By: /s/Louis V. Aronson II

Name: Louis V. Aronson II  
Title: President and Chief Executive Officer

**RONSON CORPORATION OF CANADA LTD.**

By: /s/Louis V. Aronson II

Name: Louis V. Aronson II  
Title: President and Chief Executive Officer

**Consented to:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By /s/ Peter Gannon

Name: Peter Gannon

Title: Vice President