IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SPORTCO HOLDINGS, INC., *et al.*,[1]	)	Case No. 19-_____ (___)
Debtors.	)	(Joint Administration Requested)

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF BMC GROUP, INC. AS CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE

SportCo Holdings, Inc. and certain of its wholly-owned direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (these "Chapter 11 Cases"), hereby submit this application (the "Application"), pursuant to section 156(c) of Title 28 of the United States Code (the "Judicial Code"), Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), and the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012, (the "Claims Agent Protocol"), for entry of an order (the "Retention Order"), in substantially the form attached hereto as **Exhibit A**, authorizing the Debtors to retain and employ BMC Group, Inc. ("BMC") as the official claims and noticing agent (the "Claims and Noticing Agent") in these Chapter 11 Cases, effective *nunc pro tunc* to the Petition Date (as defined below). The terms of BMC's retention are set forth in the engagement agreement, effective as of February 7, 2019,

[1] The Debtors, together with the last four digits of each Debtor's federal tax identification number, are: Bonitz Brothers, Inc. (4441); Ellett Brothers, LLC (7069); Evans Sports, Inc. (2654); Jerry's Sports, Inc. (4289); Outdoor Sports Headquarters, Inc. (4548); Quality Boxes, Inc. (0287); Simmons Guns Specialties, Inc. (4364); SportCo Holdings, Inc. (0355); and United Sporting Companies, Inc. (5758). The location of the Debtors' corporate headquarters and the service address for all Debtors is 267 Columbia Ave. Chapin, SC, 29036.

between BMC and the Debtors (the "Engagement Agreement");[2] *provided, however*, that in this Application, the Debtors are seeking approval of only those terms and provisions of the Engagement Agreement that are consistent with 28 U.S.C. § 156(c) and the proposed Retention Order. In the event there is any inconsistency between the Application, the Retention Order, and the Engagement Agreement, the Debtors respectfully request that the Retention Order govern. In support of this Motion, the Debtors rely upon the *Declaration of Bradley P. Johnson in Support of Debtor's Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), which is being filed contemporaneously herewith.[3] In further support of this Application, the Debtors submit the *Declaration of Tinamarie Feil in Support of the Debtors' Application for Entry of an Order Authorizing Employment and Retention of BMC Group, Inc. as Claims and Noticing Agent* Nunc Pro Tunc *to the Petition Date* (the "Claims Agent Declaration").[4]

JURISDICTION

1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are 28 U.S.C. § 156(c), section 105(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2002-1(f) of the Local Rules and the Claims Agent Protocol.

[2] The Engagement Agreement is attached hereto as **Exhibit B**.
[3] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the First Day Declaration.
[4] The Claims Agent Declaration is attached hereto as **Exhibit C**.

4. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final judgment or order with respect to this Application if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties.

BACKGROUND

5. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The factual background regarding the Debtors, including description of their business, capital structure, and the circumstances leading to these Chapter 11 Cases is set forth in detail within the First Day Declaration and is fully incorporated herein by reference.

6. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

7. No trustee, examiner, creditors' committee, or other official committee has been appointed in these Chapter 11 Cases.

8. Concurrently with the filing of this Application, the Debtors have requested procedural consolidation and joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b).

RELIEF REQUESTED

9. By this Application, the Debtors respectfully request entry of the Retention Order, substantially in the form attached hereto as **Exhibit A**, under 28 U.S.C. § 156(c), Bankruptcy Code section 105(a), and Local Rule 2002-1(f), authorizing the employment and retention of BMC as Claims and Noticing Agent for the Debtors in these Chapter 11 Cases, including assuming full responsibility for the distribution of notices and maintenance, processing and docketing of proofs of claim filed in these Chapter 11 Cases, effective *nunc pro tunc* to the Petition Date. The Debtors' selection of BMC to act as the Claims and Noticing Agent has satisfied the Court's Claims Agent

Protocol in that the Debtors have obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that BMC's rates are competitive and reasonable given BMC's quality of services and expertise. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 500 entities to be noticed. Local Rule 2002-1(f) provides that "[i]n all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file [a] motion [to retain a claims and noticing agent] on the first day of the case or within seven (7) days thereafter." In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of both the Debtors' estates and their creditors.

10. The Debtors will seek, by separate application, authorization to retain and employ BMC as an administrative advisor in these Chapter 11 Cases under Bankruptcy Code section 327(a), as the administration of these Chapter 11 Cases will require BMC to perform duties outside the scope of 28 U.S.C. § 156(c).

BASIS FOR RELIEF REQUESTED

I. Facts Specific to Relief Requested

A. BMC's Qualifications

11. BMC is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. BMC's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases, including in matters of this size and complexity. BMC's professionals have acted as official claims and noticing agent in many large bankruptcy

cases in this district and in other districts nationwide. BMC's recent cases in this and other districts include: *In re JRV Group USA L.P.,* 19-11095 (CS) (Bankr. D. Del. 2019); *In re Kiko USA, Inc.,* 18-10069 (MW) (Bankr. D. Del. 2018); *In re Venoco, Inc.*, No. 16-10655 (KG) (Bankr. D. Del. 2016); *In re Restaurants Acquisition I, LLC,* No.15-12406 (KG) (Bankr. D. Del. 2015); *In re F-Squared Investment Management, LLC*, No. 15-11469 (LSS); *In re RAAM Global Energy Corporation,* No. 15-35615 (Bankr. S.D. TX Dec. 7, 2015); *In re Atari, Inc.*, No. 13-10176 (JMP) (Bankr. S.D.N.Y. Feb. 15, 2013); *In re CCHG Liquidating Co.*, 12-01220 (JW) (Bankr. D.S.C. 2012); and *In re Jennifer Convertibles, Inc.*, No. 10-13779 (ALG) (Bankr. S.D.N.Y. July 22, 2010).

12. Retaining BMC as Claims and Noticing Agent will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these Chapter 11 Cases, and relieve the Office of the Clerk of the Bankruptcy Court (the "Clerk") of these administrative burdens.

B. Services to be Provided

13. The Application pertains only to the work to be performed by BMC under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). By this Application, the Debtors seek to retain BMC as their Claims and Noticing Agent, consistent with the Engagement Agreement, to provide, to the extent requested by the Debtors, bankruptcy administration services (the "Claims and Noticing Services"), including:

a) Prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") in the form and manner directed by the Debtors and/or the Court, including: (i) notice of the commencement of these Chapter 11 Cases, (ii) notice of any claims bar date, (iii) notices of transfers of claims (if any), (iv) notices of objections to claims and objections to transfers of claims (if any), (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date

of the plan, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;

b) Maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs, listing the Debtors known creditors and the amounts owed, if requested;

c) Maintain (i) a list of all potential creditors, equity holders, and any parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance under Bankruptcy Rule 9010; update and make those lists available upon request by any party in interest or the Clerk;

d) Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court;

e) For *all* notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) an alphabetical list of persons to whom it was mailed with their addresses, (iii) the manner of service, and (iv) the date served;

f) Process any proofs of claim received, including those received by the Clerk, check processing for accuracy, and maintain the original proofs of claim in a secure area;

g) Maintain the official claims register (if any) for each Debtor (collectively, the "Claims Registers") on behalf of the Clerk; provide the Clerk, upon the Clerk's request, with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority), (vi) the applicable Debtor, and (vii) any disposition of the claim;

h) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;

i) Record any transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

j) Relocate any court-filed proofs of claim to BMC's offices, not less than weekly;

k) Upon completion of the docketing process for any claims received to date for each case, provide to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);

l) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the Claims Register (if any) and any service or mailing lists, including the identification and elimination of duplicative names, addresses, and email addresses from such lists;

m) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;

n) Assist in the dissemination of information to the public and respond to requests for administrative information on these Chapter 11 Cases as directed by the Debtors or the Court, including through a case website or call center;

o) If these Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of notice to BMC of entry of the order converting the cases;

p) Thirty (30) days before the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing BMC as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases;

q) Within seven (7) days of notice to BMC of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of these Chapter 11 Cases; and

r) At the close of these Chapter 11 Cases, box and transport all original documents, in proper format, as provided by the Clerk's office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064 or (ii) any other location requested by the Clerk's office.

12. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by BMC.

13. BMC will not employ any past or present employee of the Debtors for work that involves these Chapter 11 Cases.

C. Professional Compensation

14. The Debtors respectfully request that the undisputed fees and expenses incurred by BMC in the performance of the above services be treated as administrative expenses of the Chapter 11 Cases under 28 U.S.C. § 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court. BMC agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on: (i) the Debtors; (ii) the Office of the United States Trustee; (iii) counsel to the Debtors; (iv) counsel to the DIP Agent; (v) counsel to the Prepetition Lender Agents; (vi) counsel for any official committee monitoring the expenses of the Debtors; and (vii) any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if they are unable to achieve resolution on their own, the parties may seek the Court's intervention.

15. Prior to the Petition Date, the Debtors provided BMC with a $20,000 retainer. BMC seeks to hold any amounts in the retainer under the Engagement Agreement as of the Petition Date during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

D. Representation of Disinterestedness

16. Although the Debtors do not propose by this Application to employ BMC under Bankruptcy Code section 327 (such retention for BMC's proposed services as administrative agent will be sought by separate application), BMC has nonetheless reviewed its electronic database to determine whether it has any relationships with the Debtors' creditors and other parties in interest identified by the Debtors. To the best of the Debtors' knowledge, information, and belief, and

except as disclosed in the Claims Agent Declaration, BMC has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

17. Moreover, in connection with its retention as Claims and Noticing Agent, BMC represents in the Claims Agent Declaration that, among other things:

a) BMC is not a creditor of the Debtors;

b) BMC will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in these Chapter 11 Cases;

c) By accepting employment in these Chapter 11 Cases, BMC waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;

d) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, BMC will not be an agent of the United States and will not act on behalf of the United States;

e) BMC will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent in these Chapter 11 Cases;

f) BMC is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14) for the matters on which it is engaged;

g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, BMC will not intentionally misrepresent any fact to any person;

h) BMC's receipt and recordation of claims (if any) and claim transfers will fall under the supervision and control of the Clerk's office;

i) BMC will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

j) The Clerk's office will bear none of the costs of BMC's services as Claims and Noticing Agent in these Chapter 11 Cases.

BMC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require additional disclosure.

E. Compliance with Claims Agent Protocol

18. The Debtors represent that this Application complies with the Claims Agent Protocol, and that it substantially conforms to the standard section 156(c) application in use in this Court. To the extent that there is any inconsistency between this Application, the Retention Order and the Engagement Agreement, the Retention Order shall govern.

II. LEGAL BASIS FOR RELIEF REQUESTED

A. Retention and Employment of BMC as Claims and Noticing Agent is Appropriate Pursuant to 28 U.S.C. Section 156(c), Bankruptcy Code Section 105(a), and Local Rule 2002-1(f)

19. Under Judicial Code section 156(c), Bankruptcy Code section 105(a), Local Rule 2002-1(f), and the Claims Agent Protocol, the Debtors are permitted to retain and employ BMC as Claims and Noticing Agent in these Chapter 11 Cases in order for BMC to assume full responsibility for the distribution of notices, the maintenance, processing, and docketing of proofs of claim, and other administrative aspects of these Chapter 11 Cases.

20. The authority to employ the services of a claims and noticing agent is found in Judicial Code section 156, which sets forth that:

> Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

21. Bankruptcy Code section 105 also provides:

> The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by any party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or

> appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

22. Finally, Local Rule 2002-1(f) provides:

> Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (which can be found on the Court's website) and shall perform the Claims and Noticing Services.

23. The Debtors anticipate that these Chapter 11 Cases will require a large number of entities to be noticed. In view of that large number and the complexity of the Debtors' businesses, the Debtors submit that the employment and retention of a claims and noticing agent is both required by Local Rule 2002-1(f) and in the best interests of the Debtors' estates and creditors. Relieved of the burdens associated with the Claims and Noticing Services, the Debtors will be able to devote their full attention and resources to maximizing value for their stakeholders and facilitating the orderly administration of these Chapter 11 Cases.

24. In accordance with the Claims Agent Protocol, prior to the selection of BMC as Claims and Noticing Agent, the Debtors reviewed and compared engagement proposals from three court-approved claims and noticing agents, including BMC, to ensure a competitive process. The Debtors submit that, based on the engagement proposals obtained and reviewed, BMC's rates are competitive and reasonable given the quality of services and expertise BMC provides. Although the terms of BMC's employment and retention are set forth in the Engagement Agreement, BMC is seeking approval solely of the terms and provisions as set forth in this Application and the Retention Order. In the event of any inconsistency between the Engagement Agreement, the

Application, and the Retention Order, the Retention Order governs; provided, however, that the cap for BMC's fees, as set forth in the Engagement Agreement, shall govern in all circumstances.

B. *Nunc Pro Tunc* Relief Is Appropriate

25. In accordance with the Debtors' request, BMC has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective *nunc pro tunc* to the Petition Date, so that BMC can be compensated for services rendered before approval of this Application. The Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment, as proposed in this Application, because BMC has provided and continues to provide valuable services to the Debtors' estates in the interim period. Courts in this district have routinely approved *nunc pro tunc* employment in chapter 11 cases.[5]

26. Accordingly, the Debtors respectfully request entry of the Retention Order authorizing the Debtors to retain and employ BMC as Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date.

NOTICE

27. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) the DIP Agent; (d) the Prepetition Lender Agents; (e) the Internal Revenue Service; (f) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (g) all parties entitled to

[5] *See, e.g.*, *In re Cal Dive Int'l Inc., et al*, Case No. 15-10458 (CSS) (Bankr. D. Del. Mar. 6, 2015) [Docket No. 58]; *In re The Wet Seal, Inc., et al.*, Case No. 15-10081 (CSS) (Bankr. D. Del. Jan. 20, 2015) [Docket No. 93]; *In re Endeavour Operating Corp., et al.*, Case No. 14-12308 (KJC) (Bankr. D. Del. Nov. 6, 2014) [Docket No. 152]; *In re AmCad Holdings, LLC, et al.*, Case No. 14-12168 (MFW) (Bankr. D. Del. Sept. 23, 2014) [Docket No. 29]; *In re Source Home Entm't, LLC, et al.*, Case No. 14-11553 (KG) (Bankr. D. Del. July 18, 2014) [Docket No. 141]; *In re The Dolan Co., et al.*, Case No. 14-10614 (BLS) (Bankr. D. Del. Mar. 23, 2014) [Docket No. 71]; *In re Event Rentals, Inc., et al.*, Case No. 14-10282 (PJW) (Bankr. D. Del. Feb. 19, 2014) [Docket No. 61].

notice pursuant to Local Rule 2013-1(m). The Debtors submit that, under the circumstances, no other or further notice is required.

NO PRIOR APPLICATION

28. The Debtors have not made any prior application for the relief sought in this Application to this Court or any other.

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

29. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested and any other relief as is just and proper.

Dated: June 10, 2019
Wilmington, Delaware

Respectfully submitted,

POLSINELLI PC

/s/ Christopher A. Ward

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Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SPORTCO HOLDINGS, INC., *et al.*,[1]	)	Case No. 19-_____ (___)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. ___**

ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF BMC GROUP, INC. AS CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE

Upon the application (the "Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing the employment and retention of BMC Group, Inc. ("BMC") as Claims and Noticing Agent in these Chapter 11 Cases, effective *nunc pro tunc* to the Petition Date, under Judicial Code section 156(c), Local Rule 2002-1(f), and the Court's Claims Agent Protocol, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in these Chapter 11 Cases, (c) provide such other administrative services, as required by the Debtors and approved by the Court, that would fall within the purview of services to be provided by the Clerk's Office, and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and upon the Claims Agent Declaration; and upon the volume of creditors in these Chapter 11 cases, many of which are expected to file proofs of claim, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under Judicial Code 156(c) to utilize, at the Debtors' expense,

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[2] Capitalized terms used but not otherwise defined in this Order have the meanings ascribed to such terms in the Application.

outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and upon due and sufficient notice of the Application having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that the Debtors consent to entry of a final order under Article III of the United States Constitution; and the Court having found that venue of these Chapter 11 Cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and a hearing having been held to consider the relief requested in the Application (the "Hearing"); and upon the Claims Agent Declaration submitted in support of the Application, the First Day Declaration, the record of the Hearing, and all of the proceedings had before the Court; and the Court having found and determined that BMC has the capability and experience to provide the services described in the Application, that BMC does not hold an interest adverse to the Debtors or their estates with respect to the matters on which it is to be engaged, and that the employment and retention of BMC is in the best interests of the Debtors, their estates and creditors, and any parties in interest; and that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and after due deliberation thereon and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.

2. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Retention Order. In the event of

any inconsistency between the Engagement Agreement, the Application, and this Retention Order, this Retention Order shall govern; provided, however, that the cap for BMC's fees, as set forth in the Engagement Agreement, shall govern in all circumstances.

3. The Debtors are authorized to retain and employ BMC as Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement and BMC is authorized and directed to perform Claims and Noticing Services to receive, maintain, record and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Application (the "Claims and Noticing Services").

4. BMC will serve as the custodian of court records and will be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases, and BMC is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate upon the Clerk's request.

5. BMC is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

6. BMC is authorized to take such other actions to comply with all duties set forth in the Application.

7. The Debtors are authorized to compensate BMC in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by BMC and the rates charged for each, and to reimburse BMC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for BMC to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

8. BMC shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and will serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel to the Debtors, counsel to the DIP Agent, counsel to the Prepetition Lender Agents, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest that specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute that might arise relating to the Engagement Agreement or monthly invoices. If the parties, after meeting and conferring, are unable to resolve their dispute, they may seek resolution of the matter from the Court.

10. Under Bankruptcy Code section 503(b)(1)(A), the fees and expenses of BMC under this Order shall be an administrative expense of the Debtors' estates.

11. If BMC is unable to provide the services set out in this Order, BMC will immediately notify the Clerk and the Debtors' counsel and, upon the Court's approval, turn over all original proofs of claim (if any) and computer information to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

12. BMC may not cease providing claims processing services during these Chapter 11 Cases for any reason, including nonpayment, without prior order of the Court authorizing BMC to do so; provided, however, that BMC may seek such an order on expedited notice by filing a request with the Court and serving notice of such request on the Debtors, the Office of the United States Trustee, counsel to the Debtors, counsel to the DIP Agent, counsel to the Prepetition Lender Agents, and any official committee of creditors appointed in these Chapter 11 Cases, by facsimile or overnight delivery; provided further, that except as expressly precluded herein, the Debtors and BMC may terminate or suspend other services under the Engagement Agreement.

13. After entry of an order terminating BMC's services or upon the closing of these Chapter 11 Cases, BMC will be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, and will be compensated by the Debtors for those costs.

14. Debtors' counsel shall notify the clerk of the Court and BMC within seven (7) days of an order of dismissal or conversion of the Chapter 11 Cases.

15. The Debtors may submit a separate retention application, under Bankruptcy Code section 327 and/or any applicable law, for work that is to be performed by BMC but is not specifically authorized by this Order.

16. BMC shall comply with all applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and any other general orders or applicable guidelines issued by this Court.

17. The Debtors and BMC are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Application.

18. Notwithstanding any term in the Engagement Agreement to the contrary, this Court will retain jurisdiction over all matters arising from or related to the implementation, interpretation, and enforcement of this Order, and to the Debtors' engagement of BMC during the pendency of these Chapter 11 Cases.

19. Notwithstanding Bankruptcy Rule 6004(h) or any provision in the Federal Rules of Bankruptcy Procedure to the contrary, this Order is immediately effective and enforceable upon its entry.

Dated: June ___, 2019
Wilmington, Delaware

_____
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Engagement Letter

bmcgroup
information management

AGREEMENT FOR SERVICES

This Agreement for services (the "Services Agreement" or "Agreement") is entered between **United Sporting Companies, Inc. and affiliated filing entities, if any,** (collectively "Customer") and BMC Group, Inc. ("BMC"). The services rendered by BMC pursuant to this Agreement will commence on the date first set forth below and will continue until the Agreement is terminated as set forth below.

I. SERVICES

A. BMC agrees to provide Customer with services assisting the Customer, Customer's counsel "Counsel" and Office of the Clerk with legal noticing and compilation, administration, evaluation and production of documents and information necessary to support a restructuring effort. At Customer's, Counsel's or the Clerk's Office's direction, as the case may be, and in accordance with any court orders or rules in the bankruptcy case(s) (including any court order authorizing BMC's engagement), BMC will (1) prepare and serve those notices required in the bankruptcy cases; (2) receive, record and maintain copies of all proofs of claim and proofs of interest filed in the bankruptcy cases; (3) create and maintain the official claims register(s); (4) receive and record all transfers of claims pursuant to Bankruptcy Rule 3001(e); (5) maintain an up-to-date mailing list for all entities who have filed proofs of claim and/or requests for notices in the bankruptcy cases; (6) assist Customer and Counsel with the administrative management of claims and notice data; (7) if requested, print, mail and tabulate ballots for purposes of plan voting; (8) create and maintain a case-specific website, (9) assist with the production of reports, exhibits and schedules of information or use by the Customer, it's counsel, or to be delivered the Court, the Clerk's Office, the U.S. Trustee or third parties; and (10) provide other technical and document management services of a similar nature requested by Customer or the Clerk's office.

B. BMC also agrees to provide the Customer with consulting services regarding legal notice, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation od schedules of assets and liabilities and statement of financial affairs, communications, confidential online workspaces and data rooms (publication to which should not violate the confidentiality provisions of this agreement) and any other service agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (Collectively the "Services").

C. The Customer acknowledges and agrees that BMC will often take direction from the company's representatives, employees, agents and/or professionals with respect to providing Services hereunder. The parties agree that BMC may rely upon, and the Customer agrees to be bound by, any request, advice or information provided by the Customer and its agents to the same extent as if such requests, advice or information were provided by the Customer.

D. Customer agrees that none of the Services provided by BMC contain legal advice or opinion, and neither BMC nor its personnel shall be deemed to practice law thereunder.

II. TECHNOLOGY SUPPORT

BMC agrees to provide computer software support and to educate and train Customer in the use of the support software, provide BMC's standard reports as well as consulting and programming support for Customer requested reports, program modifications, database modification, and/or other features.

III. TERMS AND CONDITIONS

A. This Services Agreement is effective as of the date of its acceptance by both the Customer and BMC. BMC acknowledges, however, that a court order approving BMC's engagement may be required for employment in the Customer's bankruptcy matter.

B. If the Customer commences a case under chapter 11 of the Bankruptcy Code, the Customer shall promptly file applications with the Bankruptcy Court to retain BMC (i) as claims and noticing agent pursuant to 28 U.S.C Section 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. Section 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to BMC.

C. If any Customer Chapter 11 case convers to a case under chapter 7 of the Bankruptcy Code, BMC will continue to be paid for Services pursuant to Section 156(c) and the terms of the Services Agreement.

IV. PRICES, CHARGES AND PAYMENT

A. BMC will provide Services upon request or agreement of the Customer, in accordance with the Pricing Schedule attached.

B. BMC reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2018. [WAIVED FOR THIS CASE] BMC shall provide thirty (30) days' prior written notice to Customer of such proposed increases.

C. Customer agrees to reimburse BMC for any out-of-pocket expenses necessarily incurred in support of the services provided under this Agreement.

D. Wire transfer information for the transmission of payments is as follows:

Bank Name - Bridge Bank, N.A.
ABA/Routing # - 121143260
Account Name - BMC Group, Inc.
Account # - 0101222545

E. In connection with high volume noticing, or publication services, Customer may be required to prepay BMC estimated postage or publication amounts with respect to each notice. Alternatively, Customer may authorize BMC to cause courier's charges (such as UPS or FedEx) to be stated to Customer's own account with such courier.

F. BMC agrees to regularly invoice Customer and Customer agrees that the amount invoiced is due and payable within fifteen (15) days. If any amount is unpaid as of fifteen (15) days from the receipt of the invoice, Customer further agrees to pay a late charge, calculated at one and one-half percent (1-1/2%) of the amount unpaid, accruing monthly from the invoice date. In the case of a dispute in the invoice amount, notice shall be given to BMC within ten (10) days of receipt of the invoice by Customer. Late charges shall not accrue on any amounts in dispute. The undisputed balance of the invoice amount is due and payable in the normal course.

G. Customer shall pay or reimburse all taxes applicable to services performed under this Agreement and, specially, taxes based on disbursements made on behalf of Customer, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of BMC.

H. To the extent permitted by applicable law, BMC shall receive a retainer in the amount of $20,000.00 (the "Retainer") that may be held by BMC as security for Customer's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. BMC shall be entitled to hold the Retainer until the termination of the Agreement. BMC may use the Retainer against unpaid fees and expenses hereunder. BMC may use the Retainer against all pre-petition fees

and expenses, the Retainer will then be replenished to the original amount by the Customer. Following termination of the Agreement, BMC shall return to Customer any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

I. In the event of termination pursuant to Section VII hereof, Customer shall be liable for all amounts then accrued and/or due and owing to BMC under the Agreement.

V. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other similar proprietary materials furnished by BMC pursuant to this Agreement and/or developed during the course of this Agreement by BMC are the sole property of BMC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, subroutines, procedural manuals, and documentation. Customer agrees not to copy or permit others to copy for unauthorized use the source code from the support software or any other programs or similar proprietary materials furnished pursuant to this Agreement.

B. Customer further agrees that any ideas, concepts, know-how or techniques relating to data processing or BMC's performance of its services developed during the course of its Agreement by BMC shall be exclusive property of BMC. Fees and Expenses paid by the Customer do not vest in the Customer any rights in such property.

C. The Customer agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished/provided under the Services Agreement.

VI. CUSTOMER DATA

A. The Customer is responsible for, and BMC does not verify, the accuracy of the programs, data and other information it or any agent of the Customer submits for processing to BMC and for the output of such information, including without limitation, with respect to preparation of statement of financial affairs and schedules of assets and liabilities (collectively "SOFA's and Schedules"). BMC bears no responsibility for the accuracy and content of SOFA's and Schedules, and the Customer is deemed hereunder to have approved and reviewed all SOFA's and Schedules filed on its behalf.

B. The Customer agrees and represents and warrants to BMC that before delivery of any information to BMC: (i) the Customer has full authority to deliver such information to BMC, (ii) BMC is authorized to use such information to perform

Services hereunder,

C. Any data, storage media, programs or materials furnished to BMC by the Customer may be retained by BMC until the Services hereunder are paid in full. The Customer shall remain liable for all fees and expenses incurred by BMC under this Agreement as a result of data storage or other materials maintained, stored or disposed by BMC.

D. The Customer agrees to initiate and maintain back up files that would allow the Customer to regenerate or duplicate all programs, data or information provided by Customer to BMC.

E. Upon Customer's request at any time or times while this Agreement is in effect, BMC shall immediately deliver to Customer at Customer's sole expense, any or all of the nonproprietary data, information and records held or controlled by BMC pursuant to this Agreement, in the form requested by Customer. Any information, data and records, in whatever form existing, whether provided to BMC by Customer or developed by BMC for Customer under this Agreement, may be retained by BMC until all amounts due under this Agreement are paid in full, it being understood that neither party asserts rights of ownership in the official claims register or materials filed with BMC as an agent of the court.

F. Customer shall remain liable for all charges imposed under this Agreement as a result of data or physical media maintained by BMC. BMC shall dispose of the data and media in the manner requested by Customer. Customer agrees to pay BMC for reasonable expenses incurred as a result of the disposition of the data or media. After giving Customer thirty (30) days' advance notice, BMC reserves the right to dispose of data or media maintained by BMC for Customer if Customer has not utilized the services provided herein for a period of at least ninety (90) days or if Customer has not paid all charges due to BMC.

VII. FORCE MAJEURE

Whenever performance by BMC of any of its obligations hereunder is materially prevented or impacted by reason of any act of god, government requirement, strike, lock-out or other industrial or transportation disturbance, fire flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, of by reason of any other matter beyond BMC's reasonable control, then such performance shall be excused, and the Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

VIII. ARBITRATION

Any dispute arising out of this Services Agreement or the breach thereof shall be finally

resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators' names in accordance with such rules. The arbitration shall be conducted in the English language in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon the commencement of any chapter 11 case(s) by the Customer, any disputes related to this Services Agreement shall be decided by the bankruptcy court handling such chapter 11 case(s).

IX. ATTORNEYS FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance of or interpret the provisions of the Services Agreement, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs and other related expenses.

X. SYSTEM IMPROVEMENTS

As part of its ongoing efforts to improve our service offering, BMC is constantly improving its proprietary database and related reports. BMC therefor reserves the right to make changes in operating procedures/systems, programming languages, application programs and time-period accessibility so long as such changes do not materially interfere with ongoing services provided to the Customer in accordance with the Services Agreement and/or Customer's chapter 11 filing.

XI. NON-SOLICITATION

Customer agrees that it shall not, directly or indirectly, solicit for employment, employ or otherwise retain staff of BMC during the term of this Agreement, nor for a period of twelve (12) months after termination of this Agreement unless BMC provides prior written consent.

XII. CONFIDENTIALITY

BMC agrees to, and shall cause its servants, agents, employees, licensees, and subcontractors, to safeguard and keep confidential all data, records, information and communications of any sort or form, regardless of whether written, oral, visual or otherwise recorded or transmitted, with respect to Customer, but excluding such data, records, information and communications that exist in the public domain by reason other than a breach of BMC's obligations under this Section. BMC will use the

Confidential Information only for the benefit of Customer in connection with the provision of services under this Agreement. Customer agrees to, and will cause its servants, agents, employees, licensees, and subcontractors to keep all information with respect to BMC's system, procedures and software confidential; provided, however, that if either party is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five business days' written notice to the other party, release the required information. The obligations set forth in this paragraph shall survive termination of this Services Agreement.

XIII. TERMINATION

A. This Agreement shall remain in force until terminated by (i) Customer, or, by BMC upon thirty (30) days' prior written notice to the other party; or (ii) the failure of the Customer to pay BMC invoices for more than 60 days from the date of the invoice or accrual of invoices or unpaid services in excess of the Retainer held by BMC where BMC reasonably believes it will not be paid.

B. If this agreement is terminated after BMC is retained pursuant to Bankruptcy Court Order, the Customer promptly shall seek entry of a Bankruptcy Court order discharging BMC of its duties under such retention, which order shall be in form and substance reasonably acceptable to BMC.

C. In the event that this contract is terminated, regardless of the reason for such termination, BMC shall cooperate with Customer to orderly transfer to Customer or its designee (or destroy, at Customer's direction) data, records and information in its possession or control and to effect an orderly transition of record-keeping functions. BMC shall provide all necessary staff, services and assistance required for an orderly transfer and transition. Customer agrees to pay for such services in accordance with BMC's then existing prices for such services.

XIV. NO REPRESENTATIONS OR WARRANTIES

BMC makes no representation or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

XV. INDEMNIFICATION

Except with respect to breaches under Section XII "Confidentiality" above, Customer shall indemnify and hold BMC, its officers, employees and agents harmless against any

and all losses, claims, damages, judgments, liabilities and expense whether direct or indirect (including reasonable counsel fees and expenses) resulting from action taken or permitted by BMC in good faith with due care and without negligence in reliance upon instructions or orders received from Customer as to anything arising in connection with its performance under this Agreement. The Customers indemnification obligation shall survive the termination of this agreement.

XVI. LIMITATION OF LIABILITY

Except as expressly provided herein, BMC's liability to the Customer for any losses, unless due to BMC's gross negligence or willful misconduct, shall be limited to the amount paid by the Customer for the portion of the particular work that gave rise to the alleged loss. In no event shall BMC's liability to the Customer for any losses arising out of this services Agreement exceed the total amount actually paid to BMC for Services provided hereunder. In no event shall BMC be liable for any direct, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

XVII. NOTICES

Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

If to BMC Group, Inc.:

BMC Group, Inc.
Attn: Tinamarie Feil
600 1st Avenue
Seattle, WA 98104
Email: tfeil@bmcgroup.com
Telephone: 206.499.2169

If to the Customer:

United Sporting Companies, Inc.
267 Columbia Avenue
Chapin, SC 29036
Attn: Brad Johnson, CEO
Email: Brad.Johnson@unitedsportingco.com

With a copy to:

McDermott Will & Emery LLP
340 Madison Avenue
New York, NY 10173
Attn: Tim Walsh
Email: twwalsh@mwe.com

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section XVII.

XVIII. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Washington, without regards to that state's provisions for choice of law and may be modified only by a written instrument duly executed by an authorized representative of Customer and an officer of BMC.

XIX. ENTIRE AGREEMENT/ MODIFICATIONS/SEVERABILITY

Each party acknowledges that it has read this Services Agreement, understands it, and

agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and other agreements, oral and written between the parties relating to the subject matter of this Services Agreement. The Services Agreement may not be modified or altered by written instrument duly executed by both parties. Customer represents that it has the authority to enter into this Agreement, may be subject to bankruptcy court approval, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. In the event of any conflict between a term of this Agreement and any order of the court exercising jurisdiction over the Customer bankruptcy case, the term(s) of the order shall govern.

XX. ASSIGNMENT

The Services Agreement and the rights and obligations of BMC and the Customer hereunder shall bind and inure to the benefit of any successors or assigns hereto.

XXI. EFFECTIVENESS OF COUNTERPARTS

This Services Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This services Agreement will become effective when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

BMC Group, Inc. Representative:	**Customer Representative:**
/s/ Tinamarie Feil	
Signature	Signature
Tinamarie Feil	Jim McCandless
Printed Name	Printed Name
President	CFO
Title	Title

Pricing Schedule

Claims & Noticing	*Hourly Rate*
BMC Group Principal: Tinamarie Feil, a former Deputy Clerk of US Bankruptcy Court with 25+ years' industry experience. Provides oversight of all BMC activities, reviews Project Manager's communications and workplans, reviews fees and invoices, responds to and resolves engagement management issues escalated by BMC team members, client's counsel, the client, the Court or other professionals.	Included at no extra charge
Project Manager: Primary contact for debtor and debtor's counsel. Manages project resources, scope, and expectations including the planning, scheduling and execution of BMC work products. Reviews BMC work product before delivery. If Debtor has publicly traded securities, Director of Solicitation will lead Plan solicitation process at $190/hour.	$125 - $165
Consultant/Senior Consultant: Actively responsible for the preparation of BMC work products and deliverables, including claims review, review of orders and stipulations affecting claims and any other case administration requirements.	$100 - $125
Noticing Manager: Coordinates all legal notice mailings; local and federal rule compliance, service cost optimization, preparation of affidavits of service, responds to noticing related inquiries.	$85 - $100
Technology Data Consultant: Lead in supporting the collection, normalization, conversion, analysis and management of project data. Responsible for case-specific reports including claims registers and ballot tabulations.	$85 - $100
Case Support Associate: Responsible for updates to master service list and creditor matrix, claim docketing quality control, executing claim transfers, docket review, pleading index and custom website updates, responds to creditor inquiries, and general case support tasks as requested.	$45 - $85
Analyst: Processes incoming correspondence, proofs of claim, ballots and return mail, and physically executes outgoing mailings in accordance with case and Court specific requirements.	$25 - $45

Basic Print Mail and Noticing Services

Copy/Print	$0.09 per image, subject to volume discounts per mailing
Envelope	Varies by size
Fulfillment (collate, fold, insert, deliver to post office)	Included
Postage, Courier	Preferred rates (includes optimization recommendations)
Certified Electronic or Fax Noticing	Included
Legal Notice Experts / Publication	Quote (leverage BMC negotiated discounts)

Claims Management

On-Line Claims Filing Platform	Included
Paper Claim Receipt, Process, Docketing	No per claim charge
Scheduled Claims Data Collection & Preparation	Upon request, standard hourly rates
Claims Analysis and Reconciliation	Upon request, standard hourly rates

Document and Information Management

Public Website Hosting	Included
Document Imaging & link to Database	$0.09 per image
Live Operator Call Center	Standard hourly rates
Automated (IVR) Platform	Included
Data storage, maintenance & security	$.10 per record/month
Secure Repository Hosting (VDR)	Included
Physical Document Storage	Included

The total charge for BMC to support a project will be based on time spent plus item charges indicated above and any necessary out-of-pocket reimbursables. Reasonable out-of-pocket expenses shall be reimbursed and will include such charges as postage, messengers, and overnight couriers. No overtime charges, ever.

bmcgroup.com

Exhibit C

Claims Agent Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SPORTCO HOLDINGS, INC., *et al.*,[1]	)	Case No. 19-_____ (___)
Debtors.	)	(Joint Administration Requested)

DECLARATION OF TINAMARIE FEIL IN SUPPORT OF THE DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF BMC GROUP, INC. AS CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE

I, TINAMARIE FEIL, under penalty of perjury, declare as follows:

1. I am the President of BMC Group, Inc. ("BMC"), a chapter 11 administrative services firm that specializes in the administration of large bankruptcy cases. BMC's corporate offices are located at 600 First Avenue, Seattle, WA 98104. I am duly authorized to make this declaration on behalf of BMC. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the *Debtors' Application for Entry of an Order Authorizing Employment and Retention of BMC Group, Inc. as Claims and Noticing Agent* Nunc Pro Tunc *to the Petition Date*, which was filed contemporaneously herewith (the "Application").[2]

3. BMC is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. BMC's professionals

[1] The Debtors, together with the last four digits of each Debtor's federal tax identification number, are: Bonitz Brothers, Inc. (4441); Ellett Brothers, LLC (7069); Evans Sports, Inc. (2654); Jerry's Sports, Inc. (4289); Outdoor Sports Headquarters, Inc. (4548); Quality Boxes, Inc. (0287); Simmons Guns Specialties, Inc. (4364); SportCo Holdings, Inc. (0355); and United Sporting Companies, Inc. (5758). The location of the Debtors' corporate headquarters and the service address for all Debtors is 267 Columbia Ave. Chapin, SC, 29036.

[2] Capitalized terms used but not otherwise defined in this Order have the meanings ascribed to such terms in the Application.

have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. BMC's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. BMC's recent cases in this and other districts include: *In re JRV Group USA L.P.*, 19-11095 (CS) (Bankr. D. Del. 2019); *In re Kiko USA, Inc.*, 18-10069 (MW) (Bankr. D. Del. 2018); *In re CCHG Liquidating Co.*, 12-01220 (JW) (Bankr. D.S.C. 2012); *In re Venoco, Inc.*, No. 16-10655 (KG) (Bankr. D. Del. 2016); *In re Restaurants Acquisition I, LLC*, No.15-12406 (KG) (Bankr. D. Del. 2015); *In re F-Squared Investment Management, LLC*, No. 15-11469 (LSS); *In re RAAM Global Energy Corporation*, No. 15-35615 (Bankr. S.D. TX Dec. 7, 2015); *In re Atari, Inc.*, No. 13-10176 (JMP) (Bankr. S.D.N.Y. Feb. 15, 2013); and *In re Jennifer Convertibles, Inc.*, No. 10-13779 (ALG) (Bankr. S.D.N.Y. July 22, 2010).

4. As agent and custodian of court records under 28 U.S.C. § 156(c), BMC will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the "Clerk"), the services specified in the Application and the Engagement Agreement, and, at the Debtors' request, any related administrative, technical, and support services as specified in the Application and the Engagement Agreement. In performing such services, BMC will charge the Debtors the rates set forth in the Engagement Agreement, which is attached as **Exhibit B** to the Application.

5. BMC represents that:

a) BMC is not a creditor of the Debtors;

b) BMC will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in these Chapter 11 Cases;

c) By accepting employment in these Chapter 11 Cases, BMC waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;

d) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, BMC will not be an agent of the United States and will not act on behalf of the United States;

e) BMC will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent in these Chapter 11 Cases;

f) BMC is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14) for the matters on which it is engaged;

g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, BMC will not intentionally misrepresent any fact to any person;

h) BMC's receipt and recordation of claims (if any) and claim transfers will fall under the supervision and control of the Clerk's office;

i) BMC will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

j) The Clerk's office will bear none of the costs of BMC's services as Claims and Noticing Agent in these Chapter 11 Cases.

6. Although the Debtors by this Application do not propose to retain BMC under Bankruptcy Code section 327 (such retention will be sought by separate application), I authorized our conflicts system to review the names of all known potential parties in interest (the "Potential Parties in Interest") in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, the Debtors, non-Debtor affiliates, directors and officers of the Debtors, equity interest holders, secured creditors, and the Debtors' largest unsecured creditors on a consolidated basis. BMC professionals under my supervision compiled and reviewed the results of the conflicts check. As set forth in further detail herein, BMC is not currently aware of any relationship that would present a disqualifying conflict of interest. Should BMC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, BMC will use reasonable efforts to promptly file a supplemental declaration.

7. To the best of my knowledge, and based solely on information provided to me by the Debtors, and except as detailed herein, neither BMC nor any of its professionals has any materially adverse connection to the Debtors, their creditors, or other relevant parties. BMC may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which BMC serves or has served in a neutral capacity as Claims and Noticing Agent or administrative advisor for another chapter 11 debtor.

8. BMC has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, BMC has and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in these Chapter 11 Cases. There is also a possibility that BMC will provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases—though such services would not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

9. BMC and its personnel in their individual capacities regularly use the services of law firms, accounting firms, and financial advisors. Such firms engaged by BMC or its personnel may appear in these Chapter 11 Cases representing the Debtors or parties in interest. All engagements in which such firms represent BMC or its personnel in their individual capacities are unrelated to these Chapter 11 Cases.

10. To the best of my knowledge, neither BMC nor any of its partners or employees represents any interest materially adverse to the Debtors' estates with respect to any matter on which BMC is to be engaged. Based on the foregoing, I believe that BMC is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14).

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Executed on June 10, 2019

/s/ Tinamarie Feil
Tinamarie Feil
President