

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SPORTCO HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-11299 (LSS)
(Jointly Administered)

Re: Docket No. 314

**AGREED ORDER AUTHORIZING REJECTION OF UNEXPIRED LEASE
NUNC PRO TUNC TO JULY 1, 2019**

Upon consideration of the motion (the “Consent Motion”)² of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) for entry of an agreed order (this “Agreed Order”), authorizing Ellett Brothers, LLC (the “Lessee”) to reject the unexpired lease and unexpired sublease relating to the real property located at 3015 South 1030 West, Salt Lake City, Utah, all as set forth in the Consent Motion; and this Court having found that it has jurisdiction to consider the Consent Motion pursuant to 28 U.S.C. § 1334; and this Court having found that the Consent Motion is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that venue of these Chapter 11 Cases and the Consent Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having determined that the relief requested in the Consent Motion is in the best interests of Debtors’ estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Consent Motion has been given and that no other or further notice is necessary; and this Court having reviewed the Consent Motion and having determined that the legal and factual bases set forth in

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 herein shall have the meanings ascribed to them in the Consent Motion.

the Consent Motion establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation thereon and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Consent Motion is GRANTED as set forth herein.
2. Pursuant to Bankruptcy Code section 365(a), the Lease is deemed rejected as of July 1, 2019.
3. The Lessee is deemed to have surrendered the Premises to the Landlord on July 1, 2019, provided however, the termination is without prejudice to the Landlord's right to a claim for rejection damages.
4. The Lessee and the Landlord agree that the Lease is terminated effective as of July 1, 2019.
5. Notwithstanding the relief granted in this Agreed Order and any actions taken pursuant to such relief, nothing in this Agreed Order shall be deemed: (a) an admission as to the validity or amount of any particular claim against the Lessee or any other Debtor; (b) a waiver of the Lessee's or any other Debtor's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion; (e) a waiver or limitation of the Lessee's or any other Debtors' rights under the Bankruptcy Code or any other applicable law; (f) a waiver or agreement by the Landlord in the Bankruptcy case to forgo, limit or otherwise abrogate in any manner any claims that the Landlord may have against the Debtors or (g) a request or authorization to assume or reject any agreements under Bankruptcy Code section 365 other than the Lease.

6. Notice of the Consent Motion as provided therein shall be deemed good and sufficient and the requirements of the Local Rules are satisfied by such notice.

7. Notwithstanding the applicability of Bankruptcy Rule 4001(a)(3) or any other Bankruptcy Rule, the terms and conditions of this Agreed Order shall be immediately effective and enforceable upon its entry.

8. The Debtors and the Landlord are authorized to take all actions necessary to effectuate the relief granted pursuant to this Agreed Order.

9. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Agreed Order.



- 3 - LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Dated: September 9th, 2019
Wilmington, Delaware