IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SPORTCO HOLDINGS, INC., *et al.*,[1]	)	Case No. 19-11299 (LSS)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 3**

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,

[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.

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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 11, 2019
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE