Exhibit B

Proposed Final 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 Nos. __ & __**

FINAL ORDER AUTHORIZING THE DEBTORS TO CONTINUE USING EXISTING BANK ACCOUNTS, BUSINESS FORMS, AND CASH MANAGEMENT SYSTEM

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of a final order (this "Final Order"), pursuant to Bankruptcy Code sections 105(a), 363, and 364, Bankruptcy Rules 6003 and 6004, Local Rule 2015-2, authorizing, but not directing, the Debtors (i) to maintain their existing Bank Accounts; (ii) to continue use of their existing Business Forms; and (iii) to continue use of their existing Cash Management System; and upon the First Day Declaration; and this Court having found that it has jurisdiction to consider the Motion 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 this Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b); and that the Debtors consent to entry of a final order under Article III of the United States Constitution; and this Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having held a hearing on interim relief on _____, 2019; and this Court having entered an order granting interim relief on _____, 2019; and this Court having

[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 defined herein shall have the meanings ascribed to them in the Motion.

determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having reviewed the Motion and having heard statements in support of the Motion at a hearing held before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration and at the Hearing 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 Motion is granted as set forth herein.

2. Maintenance of Bank Accounts. The Debtors, in their discretion, are authorized and empowered to: (i) designate, maintain, and continue to use any and all of the Bank Accounts in existence as of the Petition Date, including, without limitation, the accounts identified in Exhibit C to the Motion, with the same account numbers, styles, and document forms as those employed prior to the Petition Date; (ii) deposit funds into and withdraw funds from the Bank Accounts by all usual means, including, without limitation, checks, wire transfers, automated transfers, and other debits; (iii) open new accounts and close any existing Bank Accounts as they may deem necessary and appropriate in their sole discretion; provided, however, that the Debtors provide notice within fifteen (15) days to the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") and any statutory committees appointed in these Chapter 11 Cases of any newly opened accounts; and provided further, that the Debtors shall open any such new Bank Accounts at banks that have executed a Uniform Depository Agreement with the U.S.

Trustee, or at such banks that are willing to immediately execute such an agreement; and (iv) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession.

3. For all purposes in this Order, any and all accounts opened by the Debtors on or after the Petition Date shall be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed on Exhibit C to the Motion) and any and all banks at which such accounts are opened shall similarly be subject to the rights and obligations of this Order.

4. Subject to further order of this Court, nothing in this Order authorizes the Debtors to use any cash in the Bank Accounts, and all parties' rights are reserved with respect thereto.

5. For banks at which the Debtors hold accounts that are not party to a Uniform Depository agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause such banks to execute a Uniform Depository agreement in a form prescribed by the U.S. Trustee within thirty (30) days after the date of this Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

6. For banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, within fifteen (15) days after the date of entry of this Order, the Debtors shall (i) contact each bank, (ii) provide the bank with each of the Debtors' employer identification numbers, and (iii) identify each of their bank accounts held at such banks as being held by a debtor in possession in a bankruptcy case.

7. Cash Management System. The Debtors are authorized to continue using the Cash Management System, as described in the Motion.

8. The Debtors shall maintain accurate and detailed records of all transfers, so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and post-petition.

9. After the Petition Date, and subject to the terms of this Order, the Banks are authorized to (i) continue to administer the Bank Accounts, as such accounts were maintained prepetition, without interruption, and in the usual and ordinary course; and (ii) pay any and all checks, wire transfers, electronic fund transfers, or other items presented, issued, or drawn on any of the Bank Accounts.

10. Subject to the provisions of this Order, each of the Debtor's Banks is authorized to debit the Debtor's accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtor's accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of Debtor's accounts with such Bank prior to the Commencement Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Commencement Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System

11. Subject to the provisions of this Order, any of the Debtor's Banks may rely on the representations of the Debtor with respect to whether any check or other payment order drawn or issued by the Debtor prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtor as provided for herein.

12. Subject to the provisions of this Order, (i) that those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, (ii) either the Debtors and the Banks may, without further Order of this Court, implement changes to the cash management systems and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

13. Subject to the provisions of this Order, the Banks are authorized to accept, honor, and rely upon all representations from the Debtors as to which checks, drafts, or wire transfers should be honored or dishonored consistent with orders entered by this Court, regardless of whether the checks, drafts, or wire transfers are dated prior to, on, or subsequent to the Petition Date and whether or not the Bank believes that payment is authorized by some other order of this Court; *provided*, that the Banks shall not be held liable for improperly honoring or dishonoring any check, draft, or wire transfer presented, issued, drawn, or debited on the Bank Accounts on account of a claim (as such term is defined in Bankruptcy Code section 101(5)) arising before the Petition Date, which, at the direction of the Debtors was requested to be honored or dishonored, as the case may be, unless the Banks' actions were grossly negligent. The Banks are authorized to accept presentment of all checks, drafts, and wire transfers as an instruction by the Debtors to honor same, unless the Debtors instruct the Bank to dishonor a particular check, draft, or wire transfer.

14. Use of Business Forms. The Debtors are authorized to continue using their existing Business Forms (including, but not limited to, letterheads, check stock, purchase orders, and invoices) existing immediately prior to the Petition Date without alteration or change and without

the designation "Debtor in Possession" or a debtor in possession case number imprinted upon them. The Debtors are authorized to, as needed, re-order new Business Forms without such legends during these Chapter 11 Cases.

15. The Debtors shall serve a copy of this Order on each of the Banks within forty-eight (48) hours of the entry of this Order.

16. Subject to Bankruptcy Code section 553, the Debtors are authorized to pay any fees and expenses owed to the Banks, in each case regardless of whether such items were deposited prepetition or postpetition or relate to prepetition or postpetition items, to the extent the Debtors determine, in their good faith business judgment, that the Banks have valid setoff claims pursuant to Bankruptcy Code section 553 (but only to the extent of such claims).

17. The Debtors' time to comply with Bankruptcy Code section 345(b), to the extent the U.S. Trustee believes the Debtors are not in compliance with such section, is hereby extended for a period of 30 days from the date of the entry of this Order; *provided*, *however*, that such extension is without prejudice to the Debtors' right to request a further extension or complete waiver of the requirements of section 345(b) in these Chapter 11 Cases.

18. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

19. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Motion.

20. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the validity or priority of any claim against the Debtors; (ii) a waiver of the Debtors' right to dispute any claim on any grounds;

(iii) a promise or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion (including any exhibits attached thereto); (v) a request or authorization to assume any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (vi) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (vii) to create any rights in favor of, or enhance the status of, any claim held by any person or entity.

21. Notice of the Motion, as provided therein, shall be deemed good and sufficient, and the requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by such notice.

22. Notwithstanding any applicability of any of the Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

23. The contents of the Motion satisfy the requirements of Rule 6003.

24. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of the Order.

Dated: _____, 2019
Wilmington, Delaware

_____
UNITED STATES BANKRUPTCY JUDGE