

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

In re

Eastern Outfitters, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No.: 17-10243 (LSS)

(Jointly Administered)

**Re: D.I. 293, \_\_\_\_**

**ORDER (I) AUTHORIZING  
THE DEBTORS TO CONDUCT STORE  
CLOSING OR SIMILAR THEMED SALES,  
(II) AUTHORIZING THE DEBTORS TO ENTER  
INTO A CONSULTING AGREEMENT WITH THE STORE  
LIQUIDATORS, (III) AUTHORIZING THE SALE OF ASSETS  
SOLD AT THE NON-CONTINUING STORES FREE AND CLEAR  
OF ALL LIENS, CLAIMS AND ENCUMBRANCES,  
(IV) APPROVING SALE GUIDELINES, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the Debtors for the entry of an order (this “Order”), pursuant to sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004 (i) authorizing the Debtors’ to enter into the Agreement, dated as of March 28, 2017 (the “Agreement”), by and between the Debtors and a contractual joint venture comprised of Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC (the “Consultant”), a copy of which is attached as **Exhibit 1** to this Order, to serve as store liquidators for the Debtors’ Non-Continuing Stores (ii) authorizing the Debtors to conduct store closing or similar themed sales (collectively, the “Store Closing Sales”) at the locations subject to the Agreement in

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<sup>1</sup> The Debtors and the last four digits of their respective federal taxpayer identification numbers, where applicable, are as follows: Eastern Outfitters, LLC (9164); Subortis Retail Financing, LLC (9065); Eastern Mountain Sports, LLC (9553); Subortis IP Holdings, LLC; Bob’s Stores, LLC (4389); and Bob’s/EMS Gift Card, LLC (9618). The Debtors’ executive headquarters are located at 160 Corporate Court, Meriden, CT 06450.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion or the Agreement (defined below).

accordance with the terms or the store closing sale guidelines (the “Sale Guidelines”), attached as Exhibit 2 to this Order, with such sales to be free and clear of all liens, claims, encumbrances, and interests (collectively, the “Encumbrances”) and (iii) granting related relief; and the Court having reviewed the Motion and the Declarations and having considered the statements of counsel and the evidence adduced with respect to the Motion at the hearing before the Court on April \_\_, 2017 (the “Hearing”); and the Court having found that (a) the Court 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 February 29, 2012, (b) venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (d) the notice of the Motion and the Hearing was sufficient under the circumstances, and (e) there is good cause to waive the stay of Bankruptcy Rule 6004(h); and after due deliberation determined that the relief requested in the Motion is necessary and essential for the Debtors’ reorganization and such relief is in the best interests of the Debtors, their estates, their creditors and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause have been shown; it is hereby:

**FOUND AND DETERMINED THAT:<sup>3</sup>**

A. The Debtors have advanced sound business reasons for entering into the Agreement, as set forth in the Motion and at the Hearing, and such entry is a reasonable exercise of the Debtors’ business judgment and in the best interests of the Debtors and their estates.

B. The Agreement was negotiated, proposed, and entered into by the Consultant and the Debtors without collusion, in good faith and from arm’s length bargaining positions.

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<sup>3</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate. *See* Fed. R. Bankr. P. 7052.

C. The conduct of the Store Closing Sales will provide an efficient means for the Debtors to dispose of the Merchandise, FF&E and any Additional Goods in the Stores.

D. The Debtors have represented that they are neither selling nor leasing personally identifiable information pursuant to the Motion, although the Consultant will be authorized to distribute emails and promotional materials to the Debtors' customers consistent with the Debtors' existing policies on the use of consumer information.

E. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

F. The Store Closing Sales are a material part of the APA between the Debtors and Sportsdirect. Accordingly, the entry of this Order is in the best interest of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore it is hereby

**ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Order. The failure to include specifically any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Agreement and all of its provisions, payments and transactions, be and hereby are authorized and approved on a final basis.
3. To the extent of any conflict between this Order, the Sale Guidelines, and the Agreement, the terms of this Order shall control over all other documents and the Sale Guidelines shall control over the Agreement.
4. Entry of the Order is necessary to avoid immediate and irreparable harm.

5. Notwithstanding Bankruptcy Rule 6004(h), this Order shall take effect immediately upon its entry.

**A. Authority to Enter Into the Agreement**

6. The Debtors are authorized, pursuant to section 363(b)(1) of the Bankruptcy Code, to enter into the Agreement, a copy of which is attached to this Order as **Exhibit 1**. The Debtors are authorized to act and perform in accordance with the terms of the Agreement, including making payments required by the Agreement, including fees and reimbursement of expenses to the Consultant without the need for any application of the Consultant or a further order of the Court. All such payments of fees and reimbursement of expenses shall be free and clear of any and all Encumbrances.

7. Within 30 days of the conclusion of the Store Closing Sales process, the Debtors shall file a summary report of such process that will include (a) total stores closed, (b) gross revenue from Merchandise sold, (c) gross revenue from FF&E sold, (d) gross revenue from Additional Goods sold, (e) the calculation of and fees paid to the Consultant, (f) expenses reimbursed (including to the Consultant) and (g) total amount of Store Closing Bonuses (as defined herein), if any, paid to employees; provided that such disclosure will not include any confidential or personally identifiable information regarding any employees. Notwithstanding this or any other provision of this Order, nothing shall prevent or be construed to prevent the Consultant (individually, as part of a joint venture, or otherwise), or any of the Consultant's affiliates, from bidding on the Debtors' other assets pursuant to an agency agreement or otherwise, and the Consultant is hereby authorized to bid on and guarantee or otherwise acquire such assets notwithstanding anything to the contrary in the Bankruptcy Code or other applicable law, provided that such guarantee, transaction or acquisition is approved by separate order of this Court; provided, further, that, only the U.S. Trustee and the Committee may, within twenty (20)

days after such report is filed and information is provided, object to the compensation paid to the Consultant on account of the sale of Merchandise or FF&E or expenses reimbursed to the Consultant only as to and on the following grounds: (i) that the calculation of the compensation paid to the Consultant pursuant to the compensation structure contemplated by the Agreement as of the date of this Order was not performed correctly; (ii) the calculation and reasonableness of any compensation for the sale of Merchandise or FF&E paid to the Consultant pursuant to a compensation structure other than as reflected in the Agreement as of the date of this Order; and (iii) the reasonableness of any expenses reimbursed by the Debtors to the Consultant that were in excess of the Expense Budgets filed with the court prior to the Hearing.

8. Subject to the restrictions set forth in this Order and the Sale Guidelines, the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Agreement and the Store Closing Sales, and each of the transactions contemplated by the Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Agreement and/or the Store Closing Sales prior to the date of this Order, are hereby approved and ratified.

**B. Authority to Engage in Store Closing Sales**

9. The Debtors are authorized, pursuant to section 363(b)(1) of the Bankruptcy Code, to conduct Store Closing Sales at the Stores in accordance with this Order, the Sale Guidelines attached to this Order as **Exhibit 2**, and the Agreement, and any expenses payable by the Debtors in accordance with the Store Closing Sales will be funded by the Debtors subject to the DIP budget and, post-Closing, subject to funding from Sportsdirect pursuant to sections 2.3 and 2.11 of the APA, and Schedule 2.3 of the APA.

10. All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to the Agreement or this

Order are hereby directed to surrender possession of such Merchandise or FF&E to the Debtors or the Consultant.

11. Subject to the provisions herein in Paragraphs 13, 15, 16, and 25 neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined in Bankruptcy Code section 101(27)) or landlord, to conduct the Store Closing Sales and to take the related actions authorized herein.

**C. Conduct of the Store Closing Sales**

12. All newspapers and other advertising media in which the Store Closing Sales may be advertised and all landlords are directed to accept this Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Store Closing Sales and the sale of Merchandise, FF&E and Additional Goods pursuant to the Agreement, including, without limitation, to conduct and advertise the sale of the Merchandise, FF&E and Additional Goods in the manner contemplated by and in accordance with this Order, the Sale Guidelines, and the Agreement.

13. Nothing in this Order or the Agreement releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) that any entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing contained in this Order or in the Agreement shall in any way (i) diminish the obligation of any entity to comply with environmental laws, or (ii) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. Nothing herein shall be construed to be a determination that the Consultant is an operator with respect to any

environmental law or regulation. Moreover, the sale of the Merchandise, FF&E and Additional Goods shall not be exempt from, and the Consultant shall be required to comply with, laws of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, “General Laws”). Nothing in this Order shall alter or affect the Debtors’ and the Consultant’s obligations to comply with all applicable federal safety laws and regulations. Nothing in this Order shall be deemed to bar any Governmental Unit from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors’ or Consultant’s right to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Order, or otherwise, pursuant to Paragraph 25 hereunder. Notwithstanding any other provision in this Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Order shall be deemed to have made any rulings on any such issues.

14. Except to the extent of the reserved rights of Governmental Units expressly granted elsewhere in this Order, during the Store Closing Sales, the Debtors and Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Agreement and to conduct the sale without necessity of further order of this Court as provided in the Agreement or the Sale Guidelines, including, but not limited to, advertising the sale as a “store closing”, “sale on everything”, “everything must go”, or similar-themed sales through the posting of signs (including the use of exterior banners at non-enclosed mall Stores, and at

enclosed mall Stores to the extent the applicable Closing Store entrance does not require entry into the enclosed mall common area), use of sign-walkers and street signage.

15. Notwithstanding anything herein to the contrary, and in view of the importance of the use of sign-walkers, banners, and other advertising to the sale of the Merchandise, FF&E and Additional Goods, to the extent that disputes arise during the course of such sale regarding laws regulating the use of sign-walkers, banners or other advertising and the Debtors and the Consultant are unable to resolve the matter consensually with a Governmental Unit, any party may request an immediate telephonic hearing with this Court pursuant to these provisions. Such hearing will, to the extent practicable, be scheduled no later than the earlier of two business days of such request. This scheduling shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

16. Except as expressly provided in the Agreement, the sale of the Merchandise, FF&E and Additional Goods shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closing Sales, the rejection of leases, abandonment of assets, or “going dark” provisions. The Consultant and landlords of the Stores are authorized to enter into agreements (“Side Letters”) between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Consultant and any such landlords, provided that nothing in such Side Letters affects the provisions of Paragraphs 13, 15, 16, and 25 of this Order. In the event of any conflict between the Sale Guidelines and any Side Letter, the terms of such Side Letter shall control.



17. Except as expressly provided for herein or in the Sale Guidelines, and except with respect to any Governmental Unit (as to which Paragraphs 13, 15, 16, and 25 of this Order shall apply), no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, and creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closing Sales or the sale of Merchandise, FF&E or Additional Goods, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditor and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closing Sales and/or (b) instituting any action or proceeding in any court (other than in the Bankruptcy Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the Stores that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closing Sales or sale of the Merchandise, FF&E or Additional Goods or other liquidation sales at the Stores and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

18. In accordance with and subject to the terms and conditions of the Agreement, the Consultant shall have the right to use the Stores and all related Closing Store services, furniture, fixtures, equipment and other assets of the Debtors for the purpose of conducting the Store Closing Sales, free of any interference from any entity or person, subject to compliance with the Sale Guidelines and this Order and subject to Paragraphs 13, 15, 16, and 25 of this Order. Any restrictions in any lease agreement, restrictive covenant, or similar documents purporting to limit,

condition, or impair the Debtors' or Consultant's ability to conduct the Store Closing Sales shall not be enforceable, nor shall any breach of such provisions in these chapter 11 cases constitute a default under a lease or provide a basis to terminate the lease; provided that the Store Closing Sales are conducted in accordance with the terms of this Order and the Sale Guidelines.

19. During the Sale Term, the Consultant shall accept the Debtors' validly-issued gift certificates and gift cards that were issued by the Debtors prior to the Sale Commencement Date in accordance with the Debtors' gift certificate and gift card policies and procedures as they existed on the Petition Date, and accept returns of merchandise sold by the Debtors prior to the Sale Commencement Date; provided that such return is otherwise in compliance with the Debtors' return policies in effect as of the date such item was purchased and the customer is not repurchasing the same item so as to take advantage of the sale price being offered by the Consultant.

20. All sales of the Merchandise, FF&E and Additional Goods shall be "as is" and final. However, as to the Stores, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms "as is" or "final sales." Further, as to the Stores only, the Debtors and/or the Consultant shall accept return of any goods purchased during the Store Closing Sales that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund; provided that the consumer must return the merchandise within seven (7) days of purchase, the consumer must provide a receipt, and the asserted defect must in fact be a "latent" defect. Signs stating that "[r]efunds may be made only for merchandise having a latent defect, when returned with a receipt within 7 days of purchase" will be posted at the cash register areas of the Stores. Returns, if permitted, related to the purchase of Merchandise shall

not be accepted at stores that are not participating in the Store Closing Sales, except in the situation where a customer experiences a latent defect and returns the Merchandise within the seven-day time period and provides information that the point of purchase store has closed in the meantime. Information on stores remaining open will be maintained on the Debtors' website through the end of the Store Closing Sales.

21. The Consultant shall not be liable for sales taxes except as expressly provided in the Agreement and the payment of any and all sales taxes is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Store Closing Sales to the applicable Governmental Units as and when due, provided that in the case of a bona fide dispute the Debtors are only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. The Consultant shall collect, remit to the Debtors and account for sales taxes as and to the extent provided in the Agreement. This Order does not enjoin, suspend or restrain the assessment, levy or collection of any tax under state law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under state law.

22. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell and all sales of Merchandise or FF&E (each as defined in the Agreement) pursuant to the Store Closing Sales, whether by the Consultant or the Debtors, shall be free and clear of any and all Encumbrances; provided, however, that any such Encumbrances shall attach to the proceeds of the Store Closing Sales with the same validity, in the amount, with the same priority as, and to the same extent that any Encumbrances have with respect to the

Merchandise and FF&E, subject to any claims and defenses that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Agreement).

23. To the extent that the Debtors propose to sell or abandon FF&E and Merchandise which may contain personal and/or confidential information about the Debtors' employees and/or customers (the "Confidential Information"), the Debtors shall remove the Confidential Information from such items of Merchandise or FF&E before such sale or abandonment.

24. The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Merchandise, FF&E and Additional Goods among the Stores. The Consultant is authorized to sell the Debtors' FF&E and Merchandise and abandon the same, in each case, as provided for and in accordance with the terms of the Agreement.

**D. Dispute Resolution Procedures with Governmental Units**

25. To the extent that the sale of Merchandise, FF&E or Additional Goods is subject to any federal, state or local statute, ordinance, or rule, or licensing requirement directed at regulating "going out of business," "store closing," similar inventory liquidation sales, or bulk sale laws (each a "GOB Law," and collectively, the "GOB Laws"), including laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, posting of signage, and use of sign-walkers in connection with the sale and including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions, or any fast pay laws, that would otherwise apply solely to the sale of the Merchandise, FF&E or Additional Goods (collectively, the "Liquidation Laws"), the dispute resolution procedures in this section shall apply. Provided that the Store Closing Sales and the sale of Merchandise, FF&E and Additional Goods are conducted in accordance with the terms of this Order, the Agreement and the Sale Guidelines, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors shall be

presumed to be in compliance with any GOB Laws and Liquidation Laws and, subject to Paragraphs 13, 15, 16, and 25 herein, are authorized to conduct the Store Closing Sales in accordance with the terms of this Order and the Sale Guidelines without the necessity of further showing compliance with any such GOB Laws and Liquidation Laws. However, to the extent there is a dispute arising from or relating to the Store Closing Sales, this Order, the Agreement, or the Sale Guidelines, which dispute relates to any Liquidation Laws (a “Reserved Dispute”), the following procedures shall apply:

- a. Except as otherwise provided in paragraph 13, the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within 14 days following service of this Order, any Governmental Unit may assert that a Reserved Dispute exists by serving written notice of such Reserved Dispute so as to ensure delivery thereof within one (1) business day thereafter to (i) counsel for the Debtors, Bracewell LLP, CityPlace I, 34th Floor, 185 Asylum Street, Hartford Connecticut, 06103; Attn: Mark E. Dendinger (Mark.Dendinger@bracewellllaw.com), (ii) Hilco Merchant Resources, LLC, 5 Revere Drive, Suite 206, Northbrook, IL 60062 (Attn: Ian Fredericks), ifredericks@hilcoglobal.com, (iii) Gordon Brothers Group LLC, 800 Boylston Street, 27th Floor, Boston, MA 02199 (Attn: Michael Chartock), mchartock@gordonbrothers.com, (iv) counsel to the Consultant, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, NY 10178 (Attn: Cindi M. Giglio), cgiglio@curtis.com; and (v) counsel to Sportsdirect.com Retail Ltd., Greenberg Traurig, LLP, 200 Park Avenue, New York, NY 10166, Fax: (212) 801-6400; Attn: Matthew L. Hinker (hinkerm@gtlaw.com).
- b. If the Debtors, the Consultant and the Governmental Unit are unable to resolve the Reserved Dispute within 14 days of service of the notice, the aggrieved party may file a motion with this Court requesting that this Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).
- c. In the event a Dispute Resolution Motion is filed, nothing in this Order shall preclude the Debtors, a landlord, or other interested party from asserting (i) that the provisions of any Liquidation Laws are preempted by the Bankruptcy Code, or (ii) that neither the terms of this Order nor the conduct of the Debtors pursuant to this Order, violates such Liquidation Laws.
- d. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Order or to limit or interfere with the Debtors’ or the Consultant’s ability to conduct or to continue to conduct the Sales pursuant to this Order and the Agency Agreement, absent further order of this Court.

26. Within three (3) business days of entry of this Order, the Debtors shall serve copies of this Order, the Agreement and the Sale Guidelines via e-mail, facsimile or regular mail, on: (a) the United States Trustee for the District of Delaware; (b) counsel to the Creditors' Committee; (c) counsel to Sportsdirect; (d) Attorney General's office for each state where the Store Closing Sales are being held; (e) the division of consumer protection for each state where the Store Closing Sales are being held (f) the landlords, and their counsel if known, whose locations will be subject to Store Closing Sales; (g) all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the inventory or additional assets (for whom identifying information and addresses are available to the Debtors; and (h) any party who has requested notice pursuant to Bankruptcy Rule 2002.

**E. Store Closing Bonuses**

27. The Debtors shall have the authority, but not the obligation, to pay store closing bonuses to store-level and certain field employees who remain in the employ of the Debtors during the Store Closing Sales (the "Store Closing Bonuses").

**F. Other Provisions**

28. The Consultant shall be permitted to include in the Store Closing Sales Additional Goods in accordance with the terms and provisions of the Agreement. All transactions relating to the Additional Goods are, shall be construed as, and are acknowledged by the Debtors to be a true consignment from Consultant to the Debtors under Article 9 of the Uniform Commercial Code in effect in the State of Delaware (the "UCC"). The Consultant is hereby granted a first priority security interest in (a) the Additional Goods and (b) the Additional Goods proceeds (subject to Consultant's payment of the Additional Goods Fee), which security interest shall be deemed perfected pursuant to this Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that the Consultant is

hereby authorized to deliver any notices and file any financing statement and amendments thereof under the applicable UCC identifying Consultant's interest in the Additional Goods (and any proceeds from the sale thereof) as consigned goods thereunder and the Debtors as the consignee therefor, and Consultant's security interest in such Additional Goods and Additional Goods proceeds). As part of each weekly reconciliation, the Consultant shall pay the Debtors the Additional Goods Fee from the sale of the Additional Goods from the prior week.

29. Both the Debtors and Consultant agree that the rights and obligations of the Debtors under this Order, the Agreement and the Sale Guidelines shall be assigned to Sportsdirect.com Retail Ltd., or its designee.

30. To the extent the Debtors are subject to any state "fast pay" laws in connection with the Store Closing Sales, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the later of (a) the Debtors' next regularly scheduled payroll and (b) seven (7) calendar days following the termination date of the relevant employee, and in all such cases consistent with, and subject to, any previous orders of this Court regarding payment of same.

31. The Agreement and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

32. The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against Consultant, in each case, other than as expressly provided for in the Agreement.

33. Except with respect to any Governmental Unit (as to which the provisions of Paragraphs 13, 15, 16, and 25 of this Order shall apply), this Court shall retain exclusive

jurisdiction with regard to all issues or disputes relating to this Order or the Agreement, including, but not limited to, (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional and non-deceptive manner, (b) any claim of the Debtors, the landlords and/or the Consultant for protection from interference with the Store Closing Sales, (c) any other disputes related to the Store Closing Sales, and (d) to protect the Debtors and/or the Consultant against any assertions of Encumbrances. No such parties or person shall take any action against the Debtors, the Consultant, the landlords or the Store Closing Sales until this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

34. On a confidential basis and for professionals' "eyes only," and upon written (including email) request of the U.S. Trustee or the Creditors Committee, the Debtors shall provide such requesting party (if any) with copies of periodic reports concerning the Store Closing Sales that are prepared by the Debtors, its professionals, or the Consultant; provided, however, that the foregoing shall not require the Debtors, its professionals, or the Consultant to prepare or undertake any additional or new reporting not otherwise being prepared by the Debtors, its professionals, or the Consultant in connection with the Store Closing Sales.

35. Effective upon the entry of this Order, Sportsdirect agrees to pay Vantiv, LLC (f/n/a Fifth Third Processing Solutions, "Vantiv") for any amounts due in connection with the store closing sales under that certain Bank Card Merchant Agreement dated March 20, 2012, by and between Bob Stores, LLC and Vantiv (as amended, the "Vantiv Agreement"). Vantiv agrees to continue to perform under the Vantiv Agreement, provided,



that the Debtors assume and assign the Vantiv Agreement to Sportsdirect under section 365 of the Bankruptcy Code on or before April 21, 2017.

Dated: April 13, 2017  
Wilmington, Delaware

  
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THE HONORABLE LAURIE SELBER SILVERSTEIN