

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

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In re:	:	Chapter 11
	:	
REMINGTON OUTDOOR COMPANY, INC., <i>et</i>	:	Case No. 18-10684 ()
<i>al.</i> , ¹	:	
	:	(Joint Administration Requested)
	:	
Debtors.	:	
	X	

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO (A) CONTINUE OPERATING CASH
MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS
RELATED THERETO, (C) CONTINUE CHARGE CARD PROGRAMS AND PAY ALL
RELATED OBLIGATIONS AND FEES, (D) MAINTAIN EXISTING BUSINESS
FORMS, AND (E) CONTINUE PERFORMING AND GRANTING ADMINISTRATIVE
PRIORITY FOR INTERCOMPANY TRANSACTIONS, (II) GRANTING THE
DEBTORS AN EXTENSION TO COMPLY WITH THE REQUIREMENTS OF
SECTION 345(b), AND (III) SCHEDULING A FINAL HEARING**

Remington Outdoor Company, Inc. and its affiliated debtors, as debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), hereby file this motion (the "Motion") seeking entry of interim and final orders, pursuant to sections 105, 345, and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rule 2015-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Remington Outdoor Company, Inc. (4491); FGI Holding Company, LLC (9899); FGI Operating Company, LLC (9774); Remington Arms Company, LLC (0935); Barnes Bullets, LLC (8510); TMRI, Inc. (3522); RA Brands, L.L.C. (1477); FGI Finance, Inc. (0109); Remington Arms Distribution Company, LLC (4655); Huntsville Holdings LLC (3525); 32E Productions, LLC (2381); Great Outdoors Holdco, LLC (7744); and Outdoor Services, LLC (2405). The principal offices of Debtor Remington Outdoor Company Inc., the top-level holding company, are located at 870 Remington Drive, Madison, NC 27025.

Rules”), substantially in the forms attached hereto as Exhibit A and Exhibit B, (i) authorizing the Debtors to (a) continue operating the Cash Management System (as defined herein), (b) honor and pay the Bank Fees (as defined herein) in the normal course, including any prepetition Bank Fees, (c) continue the Charge Card Programs (as defined herein) and pay all obligations and fees under the Charge Card Programs, including prepetition amounts, (d) maintain existing business forms, and (e) continue the Intercompany Transactions (as defined herein) in the ordinary course of business and provide administrative expense priority to the Intercompany Transactions, (ii) granting the Debtors a thirty (30) day extension to comply with the requirements of section 345(b) of the Bankruptcy Code, (iii) scheduling a final hearing, and (iv) granting certain related relief, as described more fully herein. In support of this Motion, the Debtors respectfully state as follows:

Jurisdiction

1. This Court (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. The Debtors confirm their consent pursuant to Rule 9013-1(f) of the Local Rules to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution

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

Background

3. On March 25, 2018 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of

the Bankruptcy Code. No party has requested the appointment of a trustee or examiner and no committee has been appointed or designated in these Chapter 11 Cases. The Debtors' request for joint administration of these Chapter 11 Cases for procedural purposes only is currently pending.

4. The Debtors are one of America's oldest and largest manufacturers of firearms, ammunition and related products for commercial, military, and law enforcement customers throughout the world. The Debtors employ approximately 2,700 full-time employees and operate seven manufacturing facilities located across the United States. The Debtors' principal headquarters are located in Madison, North Carolina.

5. Prior to the Petition Date, the Debtors and a majority in principal amount of each of the Debtors' term loan lenders and third lien noteholders entered into a restructuring support agreement (the "RSA") which set forth the terms of a comprehensive balance sheet restructuring of the Debtors to be implemented through a joint prepackaged chapter 11 plan of reorganization (the "Plan"). The Plan provides for the elimination of approximately \$620 million of the Debtors' prepetition funded debt obligations in exchange for the reorganized Debtors' new equity and certain other consideration. In addition, the Plan provides that substantially all other claims against the Debtors, including all general unsecured claims, will either be paid in full in the ordinary course or otherwise be unimpaired. The Plan thus will enable the Debtors to emerge with a significantly deleveraged capital structure and to obtain the liquidity necessary to operate the Debtors' businesses for the long-term future.

6. The Debtors commenced solicitation of the Plan prior to the Petition Date on March 22, 2018 and have filed the Plan and accompanying disclosure statement concurrently with the commencement of these Chapter 11 Cases. Pursuant to the milestones set forth in the RSA, the

Debtors are seeking a joint hearing to consider approval of the disclosure statement and confirmation of the Plan on or around May 3, 2018.

7. Additional information regarding the Debtors' businesses, assets, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the Declaration of Stephen P. Jackson Jr. in Support of Chapter 11 Petitions and First Day Pleadings of Remington Outdoor Company, Inc. and its Affiliated Debtors and Debtors in Possession (the "First Day Declaration"), which is being filed contemporaneously herewith and is incorporated by reference herein.

Cash Management System

I. The Bank Accounts

8. In the ordinary course of business, the Debtors utilize an integrated and centralized cash management system (the "Cash Management System") to collect, manage, and disburse funds used in their operations. The Cash Management System is essential to the efficient execution and achievement of the Debtors' business objectives, and to maximizing the value of their estates.

9. As of the Petition Date, the Debtors maintained twenty-eight (28) bank accounts (collectively, the "Bank Accounts") at several banks (each, a "Bank" and, collectively, the "Banks") in the United States and the UK (GBP and EURO accounts). The Debtors primarily operate their Cash Management System through fourteen (14) active Bank Accounts maintained at Bank of America. Money is transferred between the Bank Accounts, and payments to creditors are made from Bank Accounts, in a variety of manners, including checks, drafts, wire transfers, and automated clearinghouse ("ACH") transfers. Attached as **Exhibit 1** to the proposed orders annexed hereto is a schedule that identifies each of the Debtors' Bank Accounts, the last four digits of each account number, and the related Bank and Bank contact information.

Attached to this Motion as Exhibit C is a diagram that illustrates the structure of the Cash Management System (the “Cash Management Chart”).

10. Except as otherwise noted below, all funds on deposit in the Debtors’ Bank Accounts are insured by the Federal Deposit Insurance Corporation to the extent provided by law. Bank of America is on the U.S. Trustee’s list of approved depository institutions. The Debtors do not invest any of their excess cash on hand.

11. Main Operating Account. The Debtors maintain a centralized operating account at Bank of America in the name of Debtor Remington Arms Company, LLC (the “Main Operating Account”), which is used to meet the Debtors’ working capital needs. The Main Operating Account receives advances from the Debtors’ asset-based revolving credit facility (the “Prepetition ABL Facility”) via the ABL Operating Account (as discussed below) as well as transfers from the Debtors’ other “receivables” accounts (described further below). The Main Operating Account funds substantially all of the Debtors’ disbursements (either directly or through linked disbursement accounts), including the Debtors’ vendor obligations, payroll, certain tax obligations, and certain insurance and benefits programs. At the end of each day, any funds in excess of \$500,000 are manually transferred to the ABL Operating Account (as defined below). As of the Petition Date, there was approximately \$1.6 million in cash in the Main Operating Account.

12. Accounts Payable Account. The Debtors maintain a zero balance accounts payable account in the name of Remington Arms Company, LLC (the “Accounts Payable Account”), which is used to fund checks and ACH draws. Funds are automatically transferred to the Accounts Payable Account from the Main Operating Account once daily as checks or ACH draws are presented on this account.

13. ABL Operating Account. The Debtors maintain an account at Bank of America in the name of Debtor FGI Operating Company, LLC, which is primarily used to process the Debtors' draws and repayments on the Prepetition ABL Facility (the "ABL Operating Account"). Funds from the Prepetition ABL Facility are transferred into the ABL Operating Account, which then transfers the funds into the Main Operating Account on an as-needed basis. When the Main Operating Account has an ending daily balance in excess of \$500,000, funds are swept manually into the ABL Operating Account and used to cover Prepetition ABL Facility payments (interest, bank fees and quarterly amortization), and fund the FGI AP Account (as defined below). When the ABL Operating Account balance exceeds \$200,000, the excess funds are used to pay down the Prepetition ABL Facility. As of the Petition Date, there was approximately \$120,000 in cash in the ABL Operating Account.

14. Chain Customer Receipts Accounts. The Debtors maintain a zero-balance depository account and an operating account in the name of Debtor Remington Arms Distribution Company, LLC that are used to collect payments from the Debtors' chain customers (collectively, the "Chain Customer Receipts Accounts"). Receipts from chain customers are deposited into the depository account and swept into the operating account on a daily basis where they are held until the account balance reaches approximately \$100,000. Once the account reaches that threshold, the funds are manually swept into the Main Operating Account. The Chain Customer Receipts Accounts do not make any payments to third parties and are used solely as an intake system.

15. Non-Chain Customer Receipts Accounts. Similar to the Chain Customer Receipts Accounts, the Debtors maintain a zero-balance depository account in the name of Debtor Remington Arms Company, LLC to collect payments from non-chain customers (the "Non-

Chain Customer Receipts Account”).² Funds from the Non-Chain Customer Receipts Account are swept automatically on a daily basis into the Main Operating Account. Like the Chain Customer Receipts Accounts, no third party disbursements are made from the Non-Chain Customer Receipts Account.

16. Licensing Account. The Debtors maintain an account in the name of Debtor RA Brands, L.L.C., which is used to collect fees paid from licensees under licensing agreements for certain of the Debtors’ brands (the “Licensing Account”). Licensing fees are deposited to the Licensing Account and held there until the account balance reaches approximately \$100,000, at which time the funds are manually swept into the Main Operating Account. Other than occasional de minimis tax payments, the Licensing Account does not make any disbursements to third parties. As of the Petition Date, there was approximately \$13,000 in cash in the Licensing Account.

17. UK Note Account. The Debtors maintain one international account in the name of Debtor Remington Arms Company, LLC (the “UK Note Account”). The UK Note Account was established in connection with the Debtor’s prepetition sale of its UK business. In connection with the sale, the purchaser issued a promissory note to the Debtors and makes payments on the note on a quarterly basis. Payments on the note are deposited in the UK Note Account and held until the balance reaches \$100,000, at which time the funds are manually swept into the Main Operating. No other deposits or disbursements are made from the UK Note Account. As of the Petition Date, there was approximately \$47,300 in cash in the UK Note Account.

² In addition to the deposit accounts, the Debtors maintain lockbox arrangements in connection with the Chain Customer Receipts Accounts and the Non-Chain Customer Receipts Account, which are reflected in the Cash Management Chart.

18. Custodial Account. The Debtors maintain a custodial account in the name of Debtor FGI Holding Company, LLC (the "Custodial Account"), which was opened in order to hold approximately \$24 million of the Debtors' third lien notes that had been repurchased by the Debtors in late 2017. As contemplated by the RSA, prior to the Petition Date, the Debtors canceled all of the repurchased third lien notes. Currently, the Custodial Account maintains an average balance of approximately \$7,600, which is used solely to make payments to the indenture trustee for certain fees payable in connection with the third lien notes and related indenture.

19. FGI AP Account. The Debtors maintain a zero-balance accounts payable account in the name of FGI Operating Company, LLC (the "FGI AP Account"), which is used to make certain specialized disbursements, including insurance premium payments and quarterly fee payments to the Debtors' directors. Funds are transferred to the FGI AP Account from the ABL Operating Account automatically once daily as checks are presented.

20. ROC Accounts. The Debtors maintain an account (the "Original ROC Account") in the name of Debtor Remington Outdoor Company, Inc. ("ROC"). As described in greater detail in the Debtors' concurrently filed motion seeking approval of postpetition financing, prior to the Petition Date, ROC advanced \$45 million of the cash in the Original ROC Account to its operating subsidiaries in order to satisfy various working capital needs. The remaining funds in the Original ROC Account were transferred to a newly opened ROC Account (the "New ROC Account") and, together with the Original ROC Account, the "ROC Accounts", which currently holds approximately \$37.5 million in cash. The Original ROC Account is now a zero-balance account that is used to fund any disbursements from ROC. Subject to the terms of the RSA and the Restructuring Term Sheet (as defined in the RSA) and any order of the Court authorizing

postpetition financing, the Debtors have agreed to not transfer any cash or assets from ROC – including those in the ROC Accounts – to any of its subsidiaries or shareholders without the consent of the Consenting Third Lien Creditors (as defined in the RSA); provided, however, that if the Plan is not confirmed or consummated, each of the Debtors reserves all of its respective rights and defenses in respect of the ROC Accounts.

21. FGI Operating Account. The Debtors maintain an account at First National Bank in the name of FGI Operating Company, LLC (the “FGI Operating Account”), which holds the proceeds from the OpCo Bridge Term Loan Facility (as defined in the Debtors’ motion to obtain post-petition financing (the “DIP Motion”). The Debtors transfer money out of the FGI Operating Account on an as-needed basis to fund the Debtors’ working capital needs. As of the Petition Date, the FGI Operating Account had a balance of approximately \$500,000.

22. Petty Cash and Local Accounts. The Debtors maintain six petty cash and local accounts at various Banks (collectively, the “Petty Cash and Local Accounts”). The Ilion Local Account, the Lonoke Local Account and the Huntsville Store Account (as designated on the Cash Management Chart) provide petty cash to the Debtors’ manufacturing facilities and locally operated businesses. Each of these accounts holds a de minimis amount of funds ranging from \$10,000 to \$50,000 at any given time. The Illinois Grand American Account is used in connection with the Debtors’ annual trade show and currently holds approximately \$6,200. The Storm Lake and Dakota Accounts were established in connection with the Debtors’ lines of businesses associated with those two manufacturing facilities. The Storm Lake Account is managed separately from the rest of the Debtors’ Cash Management system and has its own set of payables that are distinct from the Debtors’ centralized account payables system. The

combined account balances for the Storm Lake and Dakota Accounts typically averages between \$1,000,000 and \$2,000,000.

23. Vendor Accounts. The Debtors maintain a vendor holding account in the name of Remington Outdoor Company, Inc. (the “Vendor Account”), which is used to secure the Debtors’ obligations to one of the Debtors’ primary materials suppliers. Per the Debtors’ contractual obligations to this vendor, the Vendor Account currently maintains a balance of approximately \$4,000,000. In early 2018, the Debtors established an account in the name of Remington Arms Company, LLC (the “New Vendor Account” and, together with the Vendor Account, the “Vendor Accounts”), which may be used to replace the Vendor Account. As of the Petition Date, the Debtors were not using the New Vendor Account and the account had a de minimis balance.

24. Corporate Account. Prior to the Petition Date, the Debtors opened a new account at Bank of America in the name of Remington Arms Company, LLC (the “Corporate Account”). The Corporate Account was established to facilitate the transfer of cash upon entry of an order approving this Motion.³ As of the Petition Date, the Corporate Account had a balance of approximately \$1,000,000.

25. Inactive Accounts. The Debtors also maintain four additional accounts at Bank of America and First National Bank (collectively, the “Inactive Accounts”). As of the Petition Date, the Debtors did not use the Inactive Accounts in their operations, and no material balances were maintained in any of the Inactive Accounts.

³ Certain of the Debtors’ other disbursement accounts are subject to administrative restrictions that may make it more difficult to unfreeze them following the Court’s entry of an order approving this Motion. The Corporate Account has fewer restrictions and will therefore be easier for the Debtors to access once authorized by the Court.

26. Corporate Charge Card Programs. The Debtors maintain a corporate charge card program for certain of their corporate employees, which is primarily used for travel expenses and miscellaneous administrative expenses (together with the Expense Cards (as defined below) and the Ghost Card (as defined below), collectively, the “Corporate Charge Card Programs”). The principal corporate charge cards for the Corporate Charge Card Programs are issued by Regions Bank (“Regions”) and any expenses charged on those cards, together with interest and other fees associated therewith, are the secured obligations of the Debtors. The Debtors have approximately 7 charge cards that are used by employees for miscellaneous business and administrative expenses (the “Expense Cards”). These cards are used infrequently and the combined monthly balance is typically less than \$50,000, which is paid to Regions on a monthly basis via direct debit from the Main Operating Account. As of the Petition Date, there was no outstanding balance owed on any of the Expense Cards. In addition, the Debtors maintain a virtual charge card through Regions (the “Ghost Card”), which is used to charge certain travel-related expenses (e.g., airfare) for the Debtors’ employees. The average outstanding balance on the Ghost Card is approximately \$60,000 per month. As of the Petition Date, the Ghost Card had a zero balance.

27. Finally, the Debtors maintain two American Express charge cards, which are used to charge certain travel expenses incurred by the Debtors’ Chief Executive Officer (the “American Express Cards”). As of the Petition Date, the combined outstanding balance on the American Express Cards was approximately \$36,447.18.

28. Vendor Charge Card Program. The Debtors also maintain a virtual vendor charge card program through Regions, which is used by certain vendors to pay outstanding invoices (the “Vendor Charge Card Program”); together with the Corporate Charge Card Programs,

collectively, the “Charge Card Programs”). The Debtors’ vendors have the option to sign up for the Vendor Charge Card Program, through which they can receive a unique monthly credit card number to which they can charge their outstanding invoices to the Debtors. The Vendor Charge Card Program helps streamline the Debtors’ payment of invoices while at the same time providing the Debtors with additional liquidity. The average monthly balance owed to Regions for the Vendor Charge Card Program typically ranges between \$2.5 and \$3 million. As of the Petition Date, there was no outstanding balance owed under the Vendor Charge Card Program.

Bank Fees

29. The Debtors incur certain fees and charges in connection with the ordinary course operation of the Cash Management System (collectively, the “Bank Fees”). The Bank Fees include account maintenance charges, charges relating to ACH and wire transfers, lockbox and depository service charges, and other customary miscellaneous charges. On average, the Debtors incur between \$200,000 and \$250,000 in Bank Fees per month. In the ordinary course of business, the Banks charge, and the Debtors pay, honor, or allow the deduction from the appropriate bank accounts, certain service charges, and other fees, costs, and expenses. The Debtors estimate that there was approximately \$175,000 in prepetition Bank Fees outstanding on the Petition Date.

Business Forms

30. The Debtors utilize numerous preprinted business forms in the ordinary course of their business (including, without limitation, letterhead, purchase orders, invoices, and checks), including in connection with its Cash Management System. In connection with the Chapter 11 Cases, the Debtors would be required by the United States Trustee (the “U.S. Trustee”) under the U.S. Trustee’s *Operating Guidelines for Chapter 11 Cases* (the “U.S. Trustee Guidelines”) to incur the expense and delay of ordering entirely new business forms referencing the Debtors’

status as debtors in possession absent relief from the Court. The Debtors request that they be authorized to use their pre-existing business forms without such a reference in order to minimize expense to the estates. The Debtors submit that parties in interest will not be prejudiced if such relief is granted because parties doing business with the Debtors will likely be aware of their status as debtors in possession and, therefore, changing business forms is unnecessary and would be unduly burdensome. In accordance with Local Rule 2015-2(a), to the extent the Debtors exhaust their existing supply of checks, each Debtor will reorder checks with the designation "Debtor-in-Possession" and the corresponding case number.

Intercompany Transactions

31. In connection with the daily operation of the Cash Management System, as funds are disbursed throughout the Cash Management System, and as business is transacted among the Debtors, at any given time there may be intercompany claims owing by one Debtor to another. The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all intercompany transactions (the "Intercompany Transactions"). The Intercompany Transactions include payment of payroll expenses by Remington Arms Company, LLC on behalf of Remington Arms Distribution Company, LLC. Under the Debtors' existing procedures for recording Intercompany Transactions, the Debtors will be able to track and segregate postpetition Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and the Debtors' operations would be unnecessarily disrupted, to the detriment of the Debtors and their estates.

Relief Requested

32. The Debtors seek entry of an order, pursuant to sections 105, 345, and 363 of the Bankruptcy Code, rules 6003 and 6004 of the Bankruptcy Rules, and rule 2015-2 of the Local Rules, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, (i) authorizing the

Debtors to (a) continue operating the Cash Management System, (b) honor and pay the Bank Fees in the normal course, including any prepetition Bank Fees, (c) continue the Charge Card Programs and pay all obligations and fees under the Charge Card Programs, including any prepetition amounts, (d) maintain existing business forms, and (e) continue the Intercompany Transactions in the ordinary course of business and provide administrative expense priority to the Intercompany Transactions, (ii) granting the Debtors a thirty (30) day extension to comply with the requirements of section 345(b) of the Bankruptcy Code, (iii) scheduling a final hearing, and (iv) granting certain related relief, as described more fully herein.

Basis for Relief

A. Maintaining Existing Cash Management Systems Is Essential to Debtors' Operational Stability

33. The U.S. Trustee Guidelines require a debtor in possession to, among other things:

- a. establish one debtor-in-possession bank account for all estate monies required for the payment of taxes, including payroll taxes;
- b. close all existing bank accounts and open new debtor-in-possession accounts;
- c. maintain a separate debtor-in-possession account for cash collateral; and
- d. obtain checks that bear the designation "debtor-in-possession" and reference the bankruptcy case number and type of account on such checks.

34. These requirements are designed to provide a clear line of demarcation between prepetition and postpetition claims and payments, and help protect against the inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the Petition Date. Given, however, that the Debtors' business and financial affairs require the collection, disbursement, and movement of funds through their twenty-eight (28) Bank Accounts, enforcement of this provision of the U.S. Trustee Guidelines during these Chapter 11 Cases would severely disrupt the Debtors' operations. Accordingly, the Debtors respectfully

request that the Court allow them to operate each of the Bank Accounts listed on Exhibit 1 to the proposed orders attached hereto as they were maintained in the ordinary course of business prior to the Petition Date.

35. Continuation of the Cash Management System is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes the debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). Additionally, courts in this and other districts have recognized that an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.” In re Columbia Gas Sys., 136 B.R. 930, 934 (Bankr. D. Del. 1992), aff’d in part and rev’d in part, 997 F.2d 1039 (3d Cir. 1993). The Third Circuit has agreed, emphasizing that requiring a debtor to maintain separate accounts “would be a huge administrative burden and economically inefficient.” Columbia Gas, 997 F.2d at 1061; see also Southmark Corp. v. Grosz (In re Southmark Corp.), 49 F.3d 1111, 1114 (5th Cir. 1995) (finding cash management system allows a debtor “to administer more efficiently and effectively its financial operations and assets”).

36. Here, continued use of the Cash Management System will facilitate the Chapter 11 Cases by, among other things, avoiding administrative inefficiencies and expenses associated with disrupting this system and minimizing delays in the payment of postpetition obligations. The Debtors respectfully submit that parties in interest will not be harmed by the maintenance of the existing Cash Management System because the Debtors employ appropriate mechanisms and internal control procedures to prevent unauthorized payments on account of obligations incurred

before the Petition Date. As such, maintaining the Cash Management Systems is in the best interests of the Debtors' estates.

37. Furthermore, as discussed above, in the ordinary course of business, the Debtors conduct transactions through electronic wire transfers and other similar methods. If the Debtors' ability to conduct transactions by debit, wire, ACH transfer, or other similar methods is impaired, the Debtors may be unable to perform under certain contracts, their business operations may be unnecessarily disrupted, and their estates will incur additional and unnecessary costs. Accordingly, the Debtors submit that it is in the best interests of all stakeholders for the Court to grant further relief from the U.S. Trustee Guidelines to the extent they require the Debtors to make all disbursements by check with a notation representing the reason for the disbursement.

B. Authorizing (i) Banks to Continue to Maintain, Service, and Administer the Bank Accounts and (ii) the Debtors to Pay Bank Fees, Each in the Ordinary Course of Business, Is Warranted

38. The Debtors respectfully request that the Court authorize the Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business. In this regard, the Banks should be authorized to receive, process, honor, and pay any and all checks, ACH transfers, other instructions, and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto; provided, however, that any check, advise, draft, or other notification that the Debtors advised the Banks to have been drawn, issued, or otherwise presented before the Petition Date may be honored by the banks only to the extent authorized by order of the Court.

39. The Debtors further request that the Court authorize the Banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law,

whether such checks, drafts, wires, or ACH transfers are dated before or subsequent to the Petition Date. The Debtors also request that, to the extent a Bank honors a prepetition check or other item drawn on any account either (i) at the direction of the Debtors, (ii) in a good-faith belief that the Court has authorized such prepetition check or item to be honored, or (iii) as a result of an innocent mistake made despite the above-described protective measures, such Bank will not be deemed to be liable to the Debtors or their estates on account of such prepetition check or other item honored postpetition. The Debtors respectfully submit that such relief is reasonable and appropriate because the Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

40. The Debtors further request that the Court authorize them to pay the Bank Fees and authorize the Banks to (i) continue to charge the Bank Fees and (ii) charge-back returned items to the Bank Accounts, whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course of business. The Debtors' inability to pay the prepetition Bank Fees or to continue to pay the Bank Fees in the ordinary course of business postpetition could hinder its ability to manage the Cash Management System to the detriment of the Debtors' estates.

41. Courts in this district routinely have waived the U.S. Trustee Operating Guidelines in operating Chapter 11 cases with ongoing business operations and restructuring efforts. See, e.g., In re GST Autoleather, Inc., No. 17-12100 (LSS) (Bankr. D. Del. Oct. 4, 2017) (authorizing the debtors' continued use of existing bank accounts); In re True Religion Apparel, Inc., No. 17-11460 (CSS) (Bankr. D. Del. July 6, 2017) (authorizing the debtors' continued use of existing bank accounts); In re TK Holdings Inc., No. 17-11375 (BLS) (Bankr. D. Del. June 27, 2017) (same); In re Keystone Tube Co., No. 17-11330 (LSS) (Bankr. D. Del. June 21, 2017)

(same); In re Nuverra Envtl. Solutions, No. 17-10949 (KJC) (Bankr. D. Del. May 2, 2017) (same); In re Dex Media, Inc., No. 16-11200 (KG) (Bankr. D. Del. May 16, 2016) (same).

C. Court Should Authorize the Debtors to Continue Using Their Existing Business Forms

42. To avoid disruption of the Cash Management System and unnecessary expenses, pursuant to Local Rule 2015-2(a), the Debtors request that they be authorized to continue to use their business forms substantially in the form existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession. The Debtors submit that parties in interest will not be prejudiced if such relief is granted because parties doing business with the Debtors will likely be aware of their status as debtors in possession and, thus, changing business forms is unnecessary and would be unduly burdensome. In accordance with Local Rule 2015-2(a), to the extent the Debtors exhaust their existing supply of checks, each Debtor entity will reorder checks with the designation "Debtor-in-Possession" and the corresponding case number.

43. Courts in this District have routinely allowed debtors to use their prepetition business forms without the "Debtor-in-Possession" label. See, e.g., In re GST Autoleather, Inc., No. 17-12100 (LSS) (Bankr. D. Del. Oct. 4, 2017) (authorizing debtors' continued use of preprinted check stock without a "Debtor in Possession" marking); In re Aerogroup Int'l, Inc., No. 17-11962 (KJC) (Bankr. D. Del. Sept. 18, 2017) (authorizing debtors' continued use of preprinted check stock without a "Debtor in Possession" marking until the supply is exhausted); In re True Religion Apparel, Inc., No. 17-11460 (CSS) (Bankr. D. Del. July 6, 2017) (same); In re TK Holdings Inc., No. 17-11375 (BLS) (Bankr. D. Del. June 27, 2017) (same); In re Keystone Tube Co., No. 17-11330 (LSS) (Bankr. D. Del. June 21, 2017) (same); In re Nuverra Envtl. Solutions, No. 17-10949 (KJC) (Bankr. D. Del. May 2, 2017) (same).

D. Cause Exists for Granting the Debtors an Extension to Comply with the Deposit Requirements Under Section 345 of the Bankruptcy Code

44. Section 345(a) of the Bankruptcy Code authorizes deposit or investment of the money of the estate, such as cash, as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a). Although section 345(a) generally requires that, with respect to deposits and investments that are not “insured or guaranteed by the United States or by a department, agency or instrumentality of the United States or backed by the full faith and credit of the United States,” the estate must require a bond in favor of the United States secured by the undertaking of a U.S. Trustee approved corporate surety, the court is permitted to dispense with this undertaking “for cause.” 11 U.S.C. § 345(b).

45. The Court’s ability to excuse strict performance of the requirements of section 345(b) of the Bankruptcy Code “for cause” arises from the 1994 amendments to the Bankruptcy Code. The legislative history of those amendments provides, in pertinent part, as follows:

Section 345 of the Code governs investments of the funds of bankruptcy estates. The purpose [sic] is to make sure that the funds of a bankrupt [sic] that are obliged to creditors are invested prudently and safely with the eventual goal of being able to satisfy all claims against the bankrupt[cy] estate. Under current law, all investments are required to be FDIC insured, collateralized or bonded. While this requirement is wise in the case of a smaller debtor with limited funds that cannot afford a risky investment to be lost, *it can work to needlessly handcuff larger, more sophisticated debtors*. This section would amend the Code to allow the courts to approve investments other than those permitted by section 345(b) for just cause, thereby overruling *In re Columbia Gas Systems, Inc.*, 33 F.3d 294 (3d Cir. 1994).

In re Serv. Merch. Co., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999) (quoting H.R. Rep. No. 103-835, at 47 (1994), reprinted in 1994 U.S.C.C.A.N. 3340, 3355; 140 Cong. Rec. H10.767 (daily ed. Oct. 4, 1994)).

46. In determining whether the “cause” standard under section 345(b) of the Bankruptcy Code has been met, courts consider a “totality of the circumstances analysis,” utilizing the following factors: (i) the sophistication of the debtors’ business; (ii) the size of the debtors’ business operations; (iii) the amount of the funds involved; (iv) the bank ratings (Moody’s and Standard and Poor’s) of the financial institutions where the debtor-in-possession funds are held; (v) the complexity of the case; (vi) the safeguards in place within the debtor’s own business of insuring the safety of the funds; (vii) the debtor’s ability to reorganize in the face of a failure of one or more of the financial institutions; (viii) the benefit to the debtor; (ix) the harm, if any, to the estate; and (x) the reasonableness of the debtor’s request for relief from the section 345(b) requirements in light of the overall circumstances of the case. See Serv. Merch., 240 B.R. at 896.

47. The bulk of the Debtors’ funds are maintained in bank accounts insured by the United States through the FDIC (collectively, the “Deposit Guidelines”). Many of the Banks have executed a Uniform Deposit Agreement (“UDA”) with the United States Trustee for the District of Delaware. Accordingly, the Debtors believe that the Deposit Guidelines substantially comply with the approved investment guidelines identified in section 345(b) of the Bankruptcy Code. Nevertheless, out of an abundance of caution, the Debtors request (i) a thirty (30) day extension to comply with the requirements of section 345(b) pursuant to Local Rule 2015-2(b), and (ii) that applicable institutions be authorized to accept and hold, or invest, such funds at the Debtors’ direction.

48. The Debtors believe that the benefits of the requested extension far outweigh any harm to the estates. See In re Serv. Merch. Co., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999) (noting that some of the factors to consider in determining whether cause exists for “relief from

the strictures of § 345(b)” is whether benefits to the debtor outweigh the harm, if any, to the estate). During the extension period, the Debtors will contact each Bank that is a party to a UDA with the U.S. Trustee, provide such Banks with each of the Debtors’ tax identification numbers, and identify each of its Bank Accounts at such Banks as being held by a debtor in possession. For Banks that are not party to a UDA with the U.S. Trustee, the Debtors will use their good-faith efforts to cause such Banks to execute a UDA in a form prescribed by the U.S. Trustee. The Debtors’ deposits and investments are prudent and designed to yield the maximum reasonable net return on the funds deposited, taking into account the safety of such deposits. The Debtors operate sophisticated businesses that are highly regulated at the federal, state, and local levels, and the Debtors hold their funds at reputable, stable banking institutions and monitor their cash flows and position on a daily basis.

49. Similar extensions have been granted in other chapter 11 cases in this district. See, e.g., In re Geokinetics Inc., No. 13-10472 (KJC) (Bankr. D. Del. Mar. 12, 2013); In re Foothills Tex., Inc., No. 09-10452 (CSS) (Bankr. D. Del. Feb. 12, 2009); In re Semcrude, L.P., No. 08-11525 (BLS) (Bankr. D. Del. July 23, 2008); In re Vertis Holdings, Inc., No. 08-11460 (CSS) (Bankr. D. Del. July 16, 2008); In re Whitehall Jewelers Holdings, Inc., No. 08-11261 (KG) (Bankr. D. Del. June 24, 2008); In re LandSource Cmty. Dev. LLC, No. 08-11111 (KJC) (Bankr. D. Del. June 10, 2008); In re HomeBanc Mortg. Corp., No. 07-11079 (KJC) (Bankr. D. Del. Aug. 14, 2007).

50. Authorization for a thirty (30) day extension is also appropriate in these Chapter 11 Cases. Requiring the Debtors to modify their Cash Management System to strictly adhere with the deadline to comply with the requirements established by section 345(b) of the Bankruptcy Code will only distract the Debtors’ management and cause their estates to incur

potentially substantial costs unnecessarily to the detriment of creditors, all while Debtors are in the process of seeking confirmation of the Plan.

E. Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in Ordinary Course and Grant Administrative Expense Priority to Postpetition Intercompany Claims Among the Debtors

51. As noted above, the Intercompany Transactions are made between and among the Debtors in the ordinary course as part of the Cash Management System, and at any given time there may be intercompany claims owing by one Debtor to another.⁴ The Debtors track (and will continue to track) in their accounting system all fund transfers and all intercompany payables and receivables and the Debtors can ascertain, trace, and account for all such transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and the Debtors' business would be disrupted to the detriment of the Debtors' estates. Accordingly, the Debtors respectfully submit that the continued performance of Intercompany Transactions in the ordinary course is in the best interest of the estates and, therefore, the Debtors should be permitted to continue such performance without need for further order from this Court.

52. Furthermore, to ensure each individual Debtor entity will not, at the expense of its creditors, fund the operations of another Debtor entity, the Debtors respectfully request, pursuant to sections 503(b)(1) of the Bankruptcy Code, that all payments between or among the Debtors on account of a postpetition Intercompany Transaction be accorded administrative expense priority. This relief will ensure that each Debtor entity receiving payments from another Debtor

⁴ Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among enterprises like that of the Debtors, the Debtors submit that the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and, thus, do not require this Court's approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to engage in such transactions on a postpetition basis. Moreover, the continued performance of the ordinary course Intercompany Transactions is integral to ensure the Debtors' ability to operate their businesses as debtors in possession.

entity will continue to bear ultimate repayment responsibility for such ordinary course transactions.

53. Courts in this district have routinely granted administrative expense status to postpetition intercompany transfers in large chapter 11 cases for similar reasons. See, e.g., In re Aerogroup Int'l, Inc., No. 17-11962 (KJC) (Bankr. D. Del. Sept. 18, 2017); In re True Religion Apparel, Inc., No. 17-11460 (CSS) (Bankr. D. Del. July 6, 2017) (same); In re TK Holdings Inc., No. 17-11375 (BLS) (Bankr. D. Del. June 27, 2017) (same); In re Keystone Tube Co., LLC, No. 17-11330 (LSS) (Bankr. D. Del. June 21, 2017) (same); In re Dex Media, Inc., No. 16-11200 (KG) (Bankr. D. Del. May 16, 2016) (same).

Bankruptcy Rule 6003 Is Satisfied

54. Bankruptcy Rule 6003 empowers a court to grant relief within the first twenty-one (21) days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003. For reasons discussed above, the relief requested herein is integral to the Debtors’ continued operations in these Chapter 11 Cases and necessary to preserve the value of their operations and maximize the value of their estates for the benefit of all stakeholders. Failure to receive such authorization and other relief during the first twenty-one (21) days of these Chapter 11 Cases would severely disrupt the Debtors operations at this critical juncture. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

Reservation of Rights

55. Nothing contained herein is intended or should be construed as an admission as to the validity of any claim against the Debtors, a waiver the Debtors’ rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under section 365 of the

Bankruptcy Code. The Debtors expressly reserve their right to contest any claim related to the relief sought herein. Likewise, if the Court grants the relief sought herein, any payment made pursuant to an order of the Court is not intended to be, nor should it be, construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Rule 6004(a) is Satisfied

56. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

57. The Debtors will provide 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 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to Bank of America, N.A., as administrative agent and co-collateral agent under the ABL Credit Agreement; (d) counsel to Ankura Trust Company, as the successor administrative agent under the Term Loan Agreement; (e) counsel to the Ad Hoc Group of Term Loan Lenders; (f) counsel to Wilmington Trust, National Association, as trustee under the Third Lien Notes Indenture; (g) counsel to the Ad Hoc Group of Third Lien Noteholders; (h) any banking or financial institution that holds the Debtors' accounts; and (i) all parties entitled to notice pursuant to Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested and the urgency of the circumstances surrounding this Motion, no other or further notice need be given.

No Prior Request

58. The Debtors have not previously sought the relief requested herein from this or any other Court.

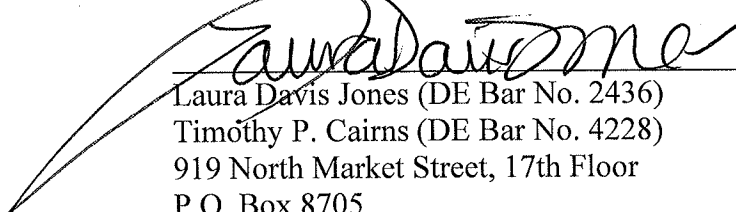
WHEREFORE, the Debtors respectfully entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, (i) authorizing the Debtors to (a) continue operating the Cash Management System, (b) honor and pay the Bank Fees in the normal course, including any prepetition Bank Fees, (c) continue the Charge Card Programs and pay all obligations and fees under the Charge Card Programs, including any prepetition amounts, (d) maintain existing business forms, and (e) continue the Intercompany Transactions in the ordinary course of business and provide administrative expense priority to the Intercompany Transactions, (ii) granting the Debtors a 30-day extension to comply with the requirements of section 345(b) of the Bankruptcy Code, (iii) scheduling a final hearing, and (iv) granting such further relief as may be appropriate and proper.

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Dated: March 25, 2018
Wilmington, Delaware

Respectfully submitted,

PACHULSKI STANG ZIEHL & JONES LLP



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Proposed Counsel to Debtors and Debtors in Possession

EXHIBIT A

Proposed Form of Interim Order

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

	X	
	:	
In re:	:	Chapter 11
	:	
REMINGTON OUTDOOR COMPANY, INC., <i>et</i>	:	Case No. 18-10684 ()
<i>al.</i> , ¹	:	
	:	(Joint Administration Requested)
	:	
Debtors.	:	
	X	

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE
OPERATING CASH MANAGEMENT SYSTEM, (B) HONOR AND PAY BANK FEES,
(C) CONTINUE CHARGE CARD PROGRAMS, (D) MAINTAIN EXISTING
BUSINESS FORMS, AND (E) CONTINUE PERFORMING AND GRANTING
ADMINISTRATIVE PRIORITY FOR INTERCOMPANY TRANSACTIONS,
(II) GRANTING THE DEBTORS AN EXTENSION TO COMPLY WITH THE
REQUIREMENTS OF SECTION 345(b) OF BANKRUPTCY CODE, AND
(III) SCHEDULING A FINAL HEARING**

Upon consideration of the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), seeking entry of an interim order (this “Interim Order”), pursuant to sections 105, 345, and 363 of the Bankruptcy Code, rules 6003 and 6004 of the Bankruptcy Rules, and rule 2015-2 of the Local Rules, (i) authorizing the Debtors to (a) continue operating the Cash Management System, (b) honor and pay the Bank Fees in the normal course, including any prepetition Bank Fees, (c) continue the Charge Card Programs and pay all obligations and fees under the Charge Card Programs, including any prepetition amounts,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Remington Outdoor Company, Inc. (4491); FGI Holding Company, LLC (9899); FGI Operating Company, LLC (9774); Remington Arms Company, LLC (0935); Barnes Bullets, LLC (8510); TMRI, Inc. (3522); RA Brands, L.L.C. (1477); FGI Finance, Inc. (0109); Remington Arms Distribution Company, LLC (4655); Huntsville Holdings LLC (3525); 32E Productions, LLC (2381); Great Outdoors Holdco, LLC (7744); and Outdoor Services, LLC (2405). The principal offices of Debtor Remington Outdoor Company Inc., the top-level holding company, are located at 870 Remington Drive, Madison, NC 27025.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(d) maintain existing business forms, and (e) continue the Intercompany Transactions in the ordinary course of business and provide administrative expense priority to the Intercompany Transactions, (ii) granting the Debtors a 30-day extension to comply with the requirements of section 345(b) of the Bankruptcy Code, (iii) scheduling a final hearing, and (iv) granting certain related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The Debtors are authorized, in their sole discretion, to continue operating the Cash Management System and to honor their prepetition obligations related thereto.

3. The Debtors are further authorized, subject to paragraph 19 of this Interim Order, to (i) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit 1 attached hereto, (ii) use, in their present form, all business forms, including letterhead, purchase orders, invoices, checks, and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; provided, however, that to the extent the Debtors exhaust their existing supply of checks during these cases, they shall reorder checks with the designation "Debtor-in-Possession" and the applicable case number; and provided, further, that with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend and the bankruptcy case number on such items within ten (10) days of the date of entry of this Interim Order, (iii) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession, (iv) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, debits, or other similar means, (v) honor and pay any ordinary course prepetition or postpetition Bank Fees incurred in connection with the Bank Accounts and to otherwise perform their obligations under the documents governing the Bank Accounts.

4. The Debtors are further authorized to continue the Charge Card Programs (which, for the avoidance of doubt, shall include all cards (whether physical or "ghost cards") issued by Regions Bank, or any of its respective affiliates and used by the Debtors or the Debtors' employees in connection with their employment by the Debtors) and pay all obligations and fees under the Charge Card Programs, including but not limited to any prepetition amounts.

5. Each of the Debtors' Banks on which checks were drawn or electronic payment requests, drafts, or other forms of payment were made, drawn, or issued in payment of the

prepetition obligations approved herein are authorized, but not obligated, to receive, process, honor, and pay all such checks and electronic payment requests when processed for payment (or to reissue checks, electronic payment requests, drafts, or other forms of payment made, drawn, or issued on the Debtors' accounts, as applicable and necessary); provided, in each case, that sufficient funds are on deposit in the applicable account to cover such payment. All Banks are authorized to rely on the Debtors' designation of any particular check, electronic payment request, draft, or other form of payment as approved by this Interim Order.

6. The Banks are authorized, but not obligated, to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts, after the petition date by the holders or makers thereof, as the case may be. Those certain existing deposit agreements, between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all the provisions of such agreements, including, without limitation, the termination and fee provisions, and any provisions relating to the offset or charge back rights, shall remain in full force and effect.

7. Immediately upon entry of this Interim Order, each of the Banks at which Bank Accounts that are subject to automatic transfers or "sweeps" as part of the Cash Management System is authorized, but not obligated, without further order of this Court, to recommence such transfers or sweeps without regard to whether the funds swept and/or transferred include funds deposited prior to the Petition Date.

8. Notwithstanding any other provision of this Interim Order, any bank, including any of the Debtors' Banks, may rely on the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and no bank shall have any liability to any party for relying on such representations, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake despite implementation of customary handling procedures shall not be deemed to be, nor shall be, liable to the Debtors, their estates or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order. The Debtors' Banks shall not have any liability to any party for relying on such directions of the Debtors. Further, the Banks may rely, without a duty of inquiry, upon the failure of the Debtors to issue a stop payment order with respect to any item, whether such item is issued prepetition or postpetition, as a direction by the Debtors that such item be paid.

9. Those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

10. All Banks provided with notice of this Interim Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

11. The Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of thirty (30) days from the Petition Date; provided, however, that such extension is without prejudice to the Debtors' right to request either a further extension or waiver of the requirements of section 345(b) of the Bankruptcy Code in these bankruptcy cases.

12. The Debtors are further authorized to continue the Charge Card Programs and pay all obligations and fees under the Charge Card Programs, including any prepetition amounts.

13. Notwithstanding anything to the contrary set forth herein, subject to paragraph 19 of this Interim Order, the Debtors are authorized to continue performing Intercompany Transactions between the Debtors arising from or related to the operation of its business in the ordinary course. All payments from any Debtor entity to or on account of any other Debtor entity under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense priority under section 503(b) of the Bankruptcy Code (it being understood that any such claims shall be junior to the DIP superpriority claims and the Carve-Out, to the extent consistent with the DIP Orders and the DIP Facility Documents). The Debtors shall maintain accurate and detailed current records with respect to Intercompany Transactions so that such transactions may be readily ascertained, traced, properly recorded, and distinguished between prepetition and postpetition transactions.

14. Notwithstanding anything to the contrary set forth herein, subject to paragraph 19 of this Interim Order, cash shall not be transferred from the ROC Accounts without the consent of the Requisite Consenting Third Lien Creditors (as such term is defined in the Plan); provided, however, that in the event the RSA is terminated or the Debtors' proposed Plan is not confirmed or consummated, each of the Debtors reserves all of its respective rights and defenses in respect

of the ROC Accounts and any and all prepetition and postpetition Intercompany Transactions between any of the Debtors.

15. The Debtors and the Banks may, without further Order of this Court, agree to and implement non-material changes to the Cash Management System and procedures in the ordinary course of business. The Debtors may open and close Bank Accounts without further order from this Court, provided, that, prior to opening any new bank accounts or closing any of the Bank Accounts, the Debtors shall provide at least fifteen (15) days' notice of their intentions with respect thereto, to (i) the U.S. Trustee, (ii) counsel to Bank of America, N.A., as the administrative agent under the Debtors' prepetition asset-based lending facility and proposed postpetition ABL debtor-in-possession financing facility, (iii) counsel to Ankura Trust Company, as the successor administrative agent under the Term Loan Agreement, (iv) counsel to Ankura Trust Company, as the administrative and collateral agents under the Debtors' proposed debtor-in-possession financing facilities, and (v) counsel to any official committee appointed in these cases; provided, further, that that Debtors shall only open any such new accounts at banks that have executed a Uniform Depository Agreement ("UDA") with the U.S. Trustee or at such banks that are willing to promptly execute such an agreement.

16. With regard to the Debtors' Banks that are parties to a UDA with the U.S. Trustee, within fifteen days from the entry of this Interim Order, the Debtors shall (i) contact each Bank, (ii) provide each Debtor's employer identification number, and (iii) identify each Bank Account held at such Banks as being held by a Debtor.

17. With regard to any of the Debtors' Banks that are not a party to a UDA with the U.S. Trustee, within thirty days of the entry of this Interim Order, the Debtors shall use their good-faith efforts to cause such Bank to execute a UDA in a form prescribed by the U.S. Trustee.

The U.S. Trustee's right to seek further relief from this Court on notice in the event that the aforementioned Banks are not willing to execute a UDA in a form prescribed by the U.S. Trustee is fully preserved.

18. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Bank.

19. Notwithstanding anything in the Motion or this Interim Order to the contrary, any payment made by the Debtors pursuant to the authority granted herein, as well as the exercise of any and all other rights and authorizations granted or approved hereunder, shall be subject in all respects to the orders approving the post-petition debtor in possession facilities (the "DIP Orders"), the DIP Facility Documents (as defined in the DIP Orders), and the Approved Budget (as defined in the DIP Orders), as applicable. As set forth in the DIP Orders, (1) all payments on Receivables (as defined in the DIP Orders) and all payments constituting proceeds of Inventory (as defined in the DIP Orders) or, subject to (2) below, other DIP Collateral (as defined in the DIP Orders) shall be deposited into ABL Blocked Accounts (as defined in the DIP Orders) under the sole dominion and control of the DIP ABL Agent (as defined in the DIP Orders) (unless otherwise expressly authorized under the DIP ABL Facility Agreement (as defined in the DIP Orders)) and shall be disbursed, subject to the DIP Intercreditor Agreement (as defined in the DIP Orders), in accordance with the terms and conditions set forth in the DIP ABL Facility Agreement (as defined in the DIP Orders), and (2) all Net Proceeds of a Disposition (each term as defined in the DIP Term Facility Agreement) to the extent consisting of DIP Term Collateral (as defined in the DIP Orders) shall be deposited into TL Blocked Accounts (as defined in the

DIP Orders) under the sole dominion and control of the DIP Term Agent (as defined in the DIP Orders) and shall be disbursed (unless otherwise expressly authorized under the DIP Term Facility Agreement (as defined in the DIP Orders), subject to the DIP Intercreditor Agreement (as defined in the DIP Orders), in accordance with the terms and conditions set forth in the DIP term Facility Agreement (as defined in the DIP Orders). The DIP ABL Agent shall be deemed to have “control” over all cash management accounts (including any ABL Blocked Accounts) of the Loan Party Debtors (as defined in the DIP Orders) as set forth in the DIP ABL Facility Documents for all purposes of perfection under the Uniform Commercial Code, and the DIP Term Agent shall be deemed to have “control” over all cash management accounts (including any TL Blocked Accounts) of the Loan Party Debtors (as defined in the DIP Orders) as set forth in the DIP Term Facility Documents for all purposes of perfection under the Uniform Commercial Code. All amounts collected in the ABL Blocked Accounts and all amounts collected in the TL Blocked Accounts shall, subject to the DIP Intercreditor Agreement, be applied to the Obligations (as specified in the DIP Orders) in the manner set forth in the DIP ABL Facility Agreement or the DIP Term Facility Agreement (each term as defined in the DIP Orders), as applicable.

20. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Interim Order or any payment made pursuant to this Interim Order shall constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim or lien against the Debtors, a waiver of the Debtors’ rights to subsequently dispute such claim or lien, or the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

21. Notwithstanding the Debtors' authorized use of their Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each particular Debtor, regardless of which Debtor remits payment for those disbursements.

22. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2018, at __:__.m. Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before __:__.m. Eastern Time on _____, 2018, and served on the following parties: (a) proposed counsel for the Debtors, Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Gregory A. Bray, Thomas R. Kreller, and Haig M. Maghakian) (Emails: gbray@milbank.com; tkreller@milbank.com; hmaghakian@milbank.com) and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, DE 19899-8705 (Courier 19801) (Attn: Laura Davis Jones) (Email: ljones@pszjlaw.com); (b) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King St., Lockbox 35, Wilmington, DE 19801 (Attn: Juliet Sarkessian) (Email: Juliet.m.sarkessian@usdoj.gov); (c) counsel to the Ad Hoc Group of Term Loan Lenders, O'Melveny & Myers, 7 Times Square, New York, NY 10036 (Attn: Andrew Parlen and Joseph Zujkowski) (Emails: aparlen@omm.com; jzujkowski@omm.com) and Richards, Layton & Finger LLP, 920 N King Street, Suite 200 Wilmington, DE 19801 (Attn: Mark Collins) (Email: collins@rlf.com); (d) counsel to the ABL Agent and ABL Lenders, Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, NY 10036 (Attn: Paul Leake and Shana Elberg) (Emails: paul.leake@skadden.com; shana.elberg@skadden.com) and Skadden, Arps, Slate, Meagher & Flom LLP, One Rodney Square, 920 N. King Street, Wilmington, DE, 19801

(Attn: Jason Liberi) (Email: Jason.liberi@skadden.com); (e) counsel to the Third Lien Notes Indenture Trustee, Dorsey & Whitney LLP, 51 West 52nd St, New York, NY 10019 (Attn: Adam F. Jachimowski) (Email: jachimowski.adam@dorsey.com); (f) counsel to the Ad Hoc Group of Third Lien Noteholders, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Rachel C. Strickland and Joseph G. Minias) (Emails: rstrickland@willkie.com; jminias@willkie.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Edmon Morton) (Email: emorton@ycst.com); (g) counsel to Ankura Trust Company, as the successor administrative agent under the Term Loan Agreement, Davis Polk & Wardell LLP, 450 Lexington Avenue, New York, NY 10017 (Attn: Damian S. Schaible) (Email: damian.schaible@davispolk.com) and Richards, Layton & Finger LLP, 920 North King Street, Suite 200, Wilmington, DE 19801 (Attn: Mark Collins) (Email: collins@rlf.com); and (h) counsel to the Creditors' Committee (if any). In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

23. Entry of this Interim Order is necessary to avoid immediate and irreparable harm. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

24. Adequate notice of the Motion has been provided under the circumstances. Such notice satisfies the requirements of Bankruptcy Rule 6004(a).

25. Notwithstanding Bankruptcy Rule 6004(h), 7062 and 9014, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

26. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

27. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

28. The Debtors shall serve a copy of this Interim Order upon all parties who were served with the Motion.

Dated: _____, 2018
Wilmington, Delaware

United States Bankruptcy Judge

EXHIBIT 1 to Interim Order**Schedule of Debtors' Bank Accounts**

Bank Name	Last Four Digits of Account Number	Account Holder	Account Description
Bank of America	6080	Remington Arms Company, LLC	Main Operating Account
Bank of America	0136	Remington Arms Company, LLC	Accounts Payable Account
Bank of America	2288	FGI Operating Company, LLC	ABL Operating Account
Bank of America	5424	Remington Arms Distribution Company, LLC	Chain Customer Receipts Lockbox
Bank of America	2682	Remington Arms Distribution Company, LLC	Chain Customer Receipts Depository Account
Bank of America	2640	Remington Arms Distribution Company, LLC	Chain Customer Receipts Operating Account
Bank of America	3810	Remington Arms Company, LLC	Non-Chain Customer Receipts Lockbox
Bank of America	0162	Remington Arms Company, LLC	Non-Chain Customer Receipts Account

Bank of America	0175	RA Brands, L.L.C.	Licensing Account
Bank of America	8022	Remington Arms Company, LLC	UK Note Account
Bank of America	3541	FGI Holding Company, LLC	Custodial Account
Bank of America	0093	FGI Operating Company, LLC	FGI AP Account
Bank of America	4560	Remington Outdoor Company, Inc.	Original ROC Account
Bank of America	6659	Remington Outdoor Company, Inc.	New ROC Account
First National Bank	5356	FGI Operating Company, LLC	FGI Operating Company Account
Adirondack Bank	5089	Remington Arms Company, LLC	Ilion Local Account
First State Bank	5273	Remington Arms Company, LLC	Lonoke Local Account
Wells Fargo	1084	Remington Arms Company, LLC	Huntsville Store Account
Wells Fargo	9315	Remington Arms Company, LLC	Dakota Account

First National Bank	6751	Remington Arms Company, LLC	Illinois Grand American Account
Bank of America	2647	TMRI, Inc.	Storm Lake Account
Bank of America	6065	Remington Outdoor Company, Inc.	Vendor Account
Bank of America	6992	Remington Arms Company, LLC	New Vendor Account
Bank of America	0941	Remington Arms Company, LLC	Corporate Account
Bank of America	2275	FGI Holding Company, LLC	Inactive Account
First National Bank	5364	FGI Holding Company, LLC	Inactive Account
Bank of America	5427	FGI Operating Company, LLC	Inactive Account
Bank of America	8014	Remington Arms Company, LLC	Inactive Account

EXHIBIT B

Proposed Form of Final Order

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

	x	
	:	
In re:	:	Chapter 11
	:	
REMINGTON OUTDOOR COMPANY, INC., <i>et</i>	:	Case No. 18-10684 ()
<i>al.</i> , ¹	:	
	:	(Joint Administration Requested)
	:	
Debtors.	:	
	x	

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE OPERATING
CASH MANAGEMENT SYSTEM, (B) HONOR AND PAY BANK FEES,
(C) CONTINUE CHARGE CARD PROGRAMS, (D) MAINTAIN EXISTING
BUSINESS FORMS, AND (E) CONTINUE PERFORMING AND GRANTING
ADMINISTRATIVE PRIORITY FOR INTERCOMPANY TRANSACTIONS, AND
(II) GRANTING THE DEBTORS AN EXTENSION TO COMPLY WITH THE
REQUIREMENTS OF SECTION 345(b) OF BANKRUPTCY CODE**

Upon consideration of the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), seeking entry of an order (this “Order”), pursuant to sections 105, 345, and 363 of the Bankruptcy Code, rules 6003 and 6004 of the Bankruptcy Rules, and rule 2015-2 of the Local Rules, (i) authorizing the Debtors to (a) continue operating the Cash Management System, (b) honor and pay the Bank Fees in the normal course, including any prepetition Bank Fees, (c) continue the Charge Card Programs and pay all obligations and fees under the Charge Card Programs, including any prepetition amounts, (d) maintain existing business forms, and (e) continue the Intercompany Transactions in the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Remington Outdoor Company, Inc. (4491); FGI Holding Company, LLC (9899); FGI Operating Company, LLC (9774); Remington Arms Company, LLC (0935); Barnes Bullets, LLC (8510); TMRI, Inc. (3522); RA Brands, L.L.C. (1477); FGI Finance, Inc. (0109); Remington Arms Distribution Company, LLC (4655); Huntsville Holdings LLC (3525); 32E Productions, LLC (2381); Great Outdoors Holdco, LLC (7744); and Outdoor Services, LLC (2405). The principal offices of Debtor Remington Outdoor Company Inc., the top-level holding company, are located at 870 Remington Drive, Madison, NC 27025.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

ordinary course of business and provide administrative expense priority to the Intercompany Transactions, (ii) granting the Debtors a 30-day extension to comply with the requirements of section 345(b) of the Bankruptcy Code, (iii) scheduling a final hearing, and (iv) granting certain related relief, all as more fully set forth in the Motion, and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at hearings before this Court (the "Hearings"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearings establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized, in their sole discretion, to continue operating the Cash Management System and to honor their prepetition obligations related thereto.
3. The Debtors are further authorized, subject to paragraph 16 of this Order, to (i) continue to use, with the same account numbers, the Bank Accounts in existence as of the

Petition Date, including those accounts identified on Exhibit 1 attached hereto, (ii) use, in their present form, all business forms, including letterhead, purchase orders, invoices, checks, and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; provided, however, that to the extent the Debtors exhaust their existing supply of checks during these cases, they shall reorder checks with the designation "Debtor-in-Possession" and the applicable case number; and provided, further, that with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend and the bankruptcy case number on such items within ten (10) days of the date of entry of the Interim Order, (iii) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession, (iv) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, debits, or other similar means, (v) honor and pay any ordinary course prepetition or postpetition Bank Fees incurred in connection with the Bank Accounts and to otherwise perform their obligations under the documents governing the Bank Accounts.

4. The Debtors are further authorized to continue the Charge Card Programs (which, for the avoidance of doubt, shall include all cards (whether physical or "ghost cards") issued by Regions Bank, or any of its respective affiliates and used by the Debtors or the Debtors' employees in connection with their employment by the Debtors) and pay all obligations and fees under the Charge Card Programs, including but not limited to any prepetition amounts.

5. Each of the Debtors' Banks on which checks were drawn or electronic payment requests, drafts, or other forms of payment were made, drawn, or issued in payment of the prepetition obligations approved herein are authorized, but not obligated, to receive, process, honor, and pay all such checks and electronic payment requests when processed for payment (or

to reissue checks, electronic payment requests, drafts, or other forms of payment made, drawn, or issued on the Debtors' accounts, as applicable and necessary); provided, in each case, that sufficient funds are on deposit in the applicable account to cover such payment. All Banks are authorized to rely on the Debtors' designation of any particular check, electronic payment request, draft, or other form of payment as approved by this Order.

6. The Banks are authorized, but not obligated, to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts, after the petition date by the holders or makers thereof, as the case may be. Those certain existing deposit agreements, between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all the provisions of such agreements, including, without limitation, the termination and fee provisions, and any provisions relating to the offset or charge back rights, shall remain in full force and effect.

7. Immediately upon entry of this Order, each of the Banks at which Bank Accounts that are subject to automatic transfers or "sweeps" as part of the Cash Management System is authorized, but not obligated, without further order of this Court, to recommence such transfers or sweeps without regard to whether the funds swept and/or transferred include funds deposited prior to the Petition Date.

8. Notwithstanding any other provision of this Order, any bank, including any of the Debtors' Banks, may rely on the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date

should be honored pursuant to this or any other order of this Court, and no bank shall have any liability to any party for relying on such representations, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake despite implementation of customary handling procedures shall not be deemed to be, nor shall be, liable to the Debtors, their estates or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Order. The Debtors' Banks shall not have any liability to any party for relying on such directions of the Debtors. Further, the Banks may rely, without a duty of inquiry, upon the failure of the Debtors to issue a stop payment order with respect to any item, whether such item is issued prepetition or postpetition, as a direction by the Debtors that such item be paid.

9. Those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

10. All Banks provided with notice of this Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

11. The Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of thirty (30) days from the Petition Date; provided, however, that

such extension is without prejudice to the Debtors' right to request either a further extension or waiver of the requirements of section 345(b) of the Bankruptcy Code in these bankruptcy cases.

12. The Debtors are further authorized to continue the Charge Card Programs and pay all obligations and fees under the Charge Card Programs, including any prepetition amounts.

13. Notwithstanding anything to the contrary set forth herein, subject to paragraph 17 of this Order, the Debtors are authorized to continue performing Intercompany Transactions between the Debtors arising from or related to the operation of its business in the ordinary course. All payments from any Debtor entity to or on account of any other Debtor entity under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense priority under section 503(b) of the Bankruptcy Code (it being understood that any such claims shall be junior to the DIP superpriority claims and the Carve-Out, to the extent consistent with, the DIP Orders and the DIP Facility Documents). The Debtors shall maintain accurate and detailed current records with respect to Intercompany Transactions so that such transactions may be readily ascertained, traced, properly recorded, and distinguished between pre-petition and post-petition transactions.

14. Notwithstanding anything to the contrary set forth herein, subject to paragraph 17 of this Order, cash shall not be transferred from the ROC Accounts without the consent of the Requisite Consenting Third Lien Creditors (as such term is defined in the Plan); provided, however, that in the event the RSA is terminated or the Debtors' proposed Plan is not confirmed or consummated, each of the Debtors reserves all of its respective rights and defenses in respect of the ROC Accounts and any and all prepetition and postpetition Intercompany Transactions between any of the Debtors.

15. The Debtors and the Banks may, without further Order of this Court, agree to and implement non-material changes to the Cash Management System and procedures in the ordinary course of business. The Debtors may open and close Bank Accounts without further order from this Court, provided, that, prior to opening any new bank accounts or closing any of the Bank Accounts, the Debtors shall provide at least fifteen (15) days' notice of their intentions with respect thereto, to (i) the U.S. Trustee, (ii) counsel to Bank of America, N.A., as the administrative agent under the Debtors' prepetition asset-based lending facility and proposed postpetition ABL debtor-in-possession financing facility, (iii) counsel to Ankura Trust Company, as the successor administrative agent under the Term Loan Agreement, (iv) counsel to Ankura Trust Company, as the administrative and collateral agents under the Debtors' proposed debtor-in-possession financing facilities, and (v) counsel to any official committee appointed in these cases; provided, further, that that Debtors shall only open any such new accounts at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or at such banks that are willing to promptly execute such an agreement.

16. The relief granted in this Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Bank.

17. Notwithstanding anything in the Motion or this Order to the contrary, any payment made by the Debtors pursuant to the authority granted herein, as well as the exercise of any and all other rights and authorizations granted or approved hereunder, shall be subject in all respects to the orders approving the post-petition debtor in possession facilities (the "DIP Orders"), the DIP Facility Documents (as defined in the DIP Orders), and the Approved Budget

(as defined in the DIP Orders), as applicable. As set forth in the DIP Orders, (1) all payments on Receivables (as defined in the DIP Orders) and all payments constituting proceeds of Inventory (as defined in the DIP Orders) or, subject to (2) below, other DIP Collateral (as defined in the DIP Orders) shall be deposited into ABL Blocked Accounts (as defined in the DIP Orders) under the sole dominion and control of the DIP ABL Agent (as defined in the DIP Orders) (unless otherwise expressly authorized under the DIP ABL Facility Agreement (as defined in the DIP Orders)) and shall be disbursed, subject to the DIP Intercreditor Agreement (as defined in the DIP Orders), in accordance with the terms and conditions set forth in the DIP ABL Facility Agreement (as defined in the DIP Orders), and (2) all Net Proceeds of a Disposition (each term as defined in the DIP Term Facility Agreement (as defined in the DIP Orders)) to the extent consisting of DIP Term Collateral (as defined in the DIP Orders) shall be deposited into TL Blocked Accounts (as defined in the DIP Order) under the sole dominion and control of the DIP Term Agent (as defined in the DIP Orders) and shall be disbursed (unless otherwise expressly authorized under the DIP Term Facility Agreement (as defined in the DIP Orders), subject to the DIP Intercreditor Agreement (as defined in the DIP Orders), in accordance with the terms and conditions set forth in the DIP Term Facility Agreement (as defined in the DIP Orders). The DIP ABL Agent shall be deemed to have “control” over all cash management accounts (including any ABL Blocked Accounts) of the Loan Party Debtors (as defined in the DIP Orders) as set forth in the DIP ABL Facility Documents for all purposes of perfection under the Uniform Commercial Code, and the DIP Term Agent shall be deemed to have “control” over all cash management accounts (including any TL Blocked Accounts) of the Loan Party Debtors (as defined in the DIP Orders) as set forth in the DIP Term Facility Documents for all purposes of perfection under the Uniform Commercial Code. All amounts collected in the ABL Blocked Accounts and all

amounts collected in the TL Blocked Accounts shall, subject to the DIP Intercreditor Agreement, be applied to the Obligations (as specified in the DIP Orders) in the manner set forth in the DIP ABL Facility Agreement or the DIP Term Facility Agreement (each term as defined in the DIP Orders), as applicable.

18. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Order or any payment made pursuant to this Order shall constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim or lien against the Debtors, a waiver of the Debtors' rights to subsequently dispute such claim or lien, or the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

19. Notwithstanding the Debtors' authorized use of their consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each particular Debtor, regardless of which Debtor remits payment for those disbursements.

20. Adequate notice of the Motion has been provided under the circumstances. Such notice satisfies the requirements of Bankruptcy Rule 6004(a).

21. Notwithstanding Bankruptcy Rule 6004(h), 7062, or 9014, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

23. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2018
Wilmington, Delaware

United States Bankruptcy Judge

EXHIBIT 1 to Final Order**Schedule of Debtors' Bank Accounts**

Bank Name	Last Four Digits of Account Number	Account Holder	Account Description
Bank of America	6080	Remington Arms Company, LLC	Main Operating Account
Bank of America	0136	Remington Arms Company, LLC	Accounts Payable Account
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Bank of America	2682	Remington Arms Distribution Company, LLC	Chain Customer Receipts Depository Account
Bank of America	2640	Remington Arms Distribution Company, LLC	Chain Customer Receipts Operating Account
Bank of America	3810	Remington Arms Company, LLC	Non-Chain Customer Receipts Lockbox
Bank of America	0162	Remington Arms Company, LLC	Non-Chain Customer Receipts Account

Bank of America	0175	RA Brands, L.L.C.	Licensing Account
Bank of America	8022	Remington Arms Company, LLC	UK Note Account
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Bank of America	0093	FGI Operating Company, LLC	FGI AP Account
Bank of America	4560	Remington Outdoor Company, Inc.	Original ROC Account
Bank of America	6659	Remington Outdoor Company, Inc.	New ROC Account
First National Bank	5356	FGI Operating Company, LLC	FGI Operating Company Account
Adirondack Bank	5089	Remington Arms Company, LLC	Ilion Local Account
First State Bank	5273	Remington Arms Company, LLC	Lonoke Local Account
Wells Fargo	1084	Remington Arms Company, LLC	Huntsville Store Account
Wells Fargo	9315	Remington Arms Company, LLC	Dakota Account

First National Bank	6751	Remington Arms Company, LLC	Illinois Grand American Account
Bank of America	2647	TMRI, Inc.	Storm Lake Account
Bank of America	6065	Remington Outdoor Company, Inc.	Vendor Account
Bank of America	6992	Remington Arms Company, LLC	New Vendor Account
Bank of America	0941	Remington Arms Company, LLC	Corporate Account
Bank of America	2275	FGI Holding Company, LLC	Inactive Account
First National Bank	5364	FGI Holding Company, LLC	Inactive Account
Bank of America	5427	FGI Operating Company, LLC	Inactive Account
Bank of America	8014	Remington Arms Company, LLC	Inactive Account

EXHIBIT C

Structure of Cash Management System

Remington Outdoor Company: Cash Management Diagram

