IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
MAURICE SPORTING GOODS OF DELAWARE, INC., et al.,[1]	:	Case No. 17-12481 (CSS)
	:	(Jointly Administered)
Debtors.	:	
	:	**Hearing Date:** **July 24, 2018 at 11:00 a.m. (ET)**
	:	**Objection Deadline:** **July 17, 2018 at 4:00 p.m. (ET)**

DEBTORS' MOTION FOR AN ORDER, PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE, (I) AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY LOCATED IN MCDONOUGH, GEORGIA; (II) APPROVING THE TERMS OF THE SALE AGREEMENT; AND (III) GRANTING RELATED RELIEF

Maurice Sporting Goods of Delaware, Inc. (formerly known as Maurice Sporting Goods, Inc.) and its above-captioned affiliated debtors and debtors in possession (collectively, the "Debtors") hereby file this motion (the "Motion") for entry of an order (the "Proposed Order"), pursuant to sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), (i) authorizing the sale of the Debtors' specified personal property (collectively, the "Personal Property") located at 200 Interstate South, Suite 100, McDonough, Georgia 30253 (the "Premises") pursuant to the terms of that certain Sale Agreement (the "Agreement") attached to the Proposed Order attached hereto as **Exhibit 1**; (ii) approving the

[1] The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: Maurice Sporting Goods of Delaware, Inc. (f/k/a Maurice Sporting Goods, Inc.) (3399); OLDCO DOC, Inc. (f/k/a Danielson Outdoors Company, Inc.) (0840); South Bend Sporting Goods, Inc. (6658); Triple Crown Holdings, Inc. (1847); and OLDCO MA, Inc. (f/k/a Matzuo America, Inc.) (4950). The mailing address for the Debtors is 1910 Techny Road, Northbrook, Illinois 60065.

terms of the Agreement; and (iii) granting related relief. In further support of this Motion, the Debtors incorporate by reference that certain declaration of Patrick J. O'Malley in support of the Motion attached hereto as Exhibit A (the "Sale Declaration"), and further respectfully represent as follows:

JURISDICTION

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012 (the "Amended Standing Order"). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution.

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

3. The statutory and legal predicates for the relief requested herein are sections 105(a) and 363 of the Bankruptcy Code, and Bankruptcy Rule 6004.

GENERAL BACKGROUND

A. Introduction

4. On November 20, 2017 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue managing their properties and operating their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases. An official committee of unsecured creditors (the "Committee") was appointed on November 28, 2017.

5. Additional information about the Debtors' business and the events leading to the commencement of these chapter 11 cases can be found in the *Declaration of Patrick J.*

O'Malley in Support of Debtors' Chapter 11 Petitions and First-Day Motions [Docket No. 2], which is incorporated herein by reference.

C. The Agreement

6. Following good faith, arms'-length negotiations led by the Debtors' Chief Restructuring Officer, the Debtors and American Material Specialist, Inc. (the "Buyer") entered into the Agreement, substantially in the form annexed to the Proposed Order, to sell the Personal Property located the at the leased Premises, which the Debtors are vacating.[2] A summary of the terms of the Agreement is listed herein:[3]

- The Buyer shall purchase from the Debtors, on an as-is, where is basis and free and clear of liens and encumbrances, the Personal Property for the consideration of $275,000.00.
- The Buyer has also agreed to, among other things:
  - Provide evidence of adequate insurance coverages and represent to the Debtors that such insurance coverages provide coverage for the benefit of the Debtors and the Debtors' landlord that insures against the risk of damage arising from the performance of the Agreement.
  - Indemnify the Debtors and the Debtors' landlord against all damages and delays in vacating the Premises arising from the performance of the Agreement, including but not limited to any damages within the scope of insurance coverages.
  - Provide all required labor, equipment, tools, materials and other instrumentalities to remove the Personal Property and perform the other requirements of the Agreement.

[2] On June 15, 2018, the Debtors filed the *Debtors' Fourth Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, Authorizing the Debtor to Reject an Unexpired Lease* Nunc Pro Tunc *to June 30, 2018* (the "Rejection Motion") [Docket No. 405], seeking to reject the real property lease associated with the Premises. Subsequent thereto, the Debtors have reached agreement on the terms of an extended removal period and lease termination with the landlord to allow for the removal and sale of the Personal Property, and intend to have this consensual agreement approved through a revised proposed form of order on the Rejection Motion.

[3] The summary of the Agreement is qualified in its entirety by the Agreement. If there are any inconsistencies between the summary contained herein and the Agreement, the Agreement shall control. Capitalized terms used but not defined in the following summary of the Agreement shall have the definitions ascribed to them in the Agreement.

- Grind all equipment anchors flush with the slab.
- Provide all required electrical, mechanical, sprinkler, rigging, clean-up work, transportation, and other work required to remove Personal Property from the site as specified in the Agreement.
- Have all Personal Property to be removed by Buyer removed before 11:59 p.m. on September 6, 2018.
- Leave the Premises premises in a "broom swept", orderly condition by 11.59pm on September 6, 2018, with all materials, trash, tools, and associated items are to be removed from the facility and grounds, all floor bolts are to be cut flush to the floor, and any damage resulting from the removal of the Personal Property sold hereunder repaired to the satisfaction of Debtors' landlord.
- Repair the HVAC serving the Premises to have such HVAC in good working order and repair to the satisfaction of Debtors' landlord by 11.59 pm on September 6, 2018.

Pursuant to Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the following provisions of the Agreement are to be highlighted:

- Private Sale: The Debtors intend to dispose of the Personal Property through a private transaction rather than conducting a public sale or auction process.
- Use of Proceeds: In accordance with the terms and conditions of the Debtors' post-petition financing, as most recently modified by that certain *First Amendment to Final Order (I) Authorizing Secured Post-Petition Financing Pursuant to 11 U.S.C. § 364, (II) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, and Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 363 and 364* (the "Amended Final DIP Order") [Docket No. 289], all cash proceeds generated from the sale contemplated by the Agreement shall be payable to the Agent for the benefit of the Lenders (as both defined in the Amended Final DIP Order).
- Relief from Rule 6004(h): The Debtors seek a waiver of the 14-day stay of Bankruptcy Rule 6004(h).

7. For the reasons explained below and throughout this Motion and the Sale Declaration, the Debtors' decision to proceed with the disposition of the Personal Property pursuant to the Agreement is a sound exercise of the Debtors' business judgment. Proceeding by private disposition and without conducting a formal auction significantly reduces the transaction

costs associated with the proposed disposition, which is for property of *de minims* value to the estate. Moreover, the Debtors believe that the market for the Personal Property is limited. The Debtors believe the Agreement presents the highest and best offer for the Personal Property, and thus, the Debtors submit that disposing of the Personal Property pursuant to the Agreement maximizes the value realized by the Debtors' estates for the benefit of all stakeholders.

RELIEF REQUESTED

8. By this Motion, the Debtors seek entry of an order, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 6004 (i) authorizing the sale of the Personal Property pursuant to the Agreement; (ii) approving the terms of the Agreement; and (iii) granting related relief.

BASIS FOR RELIEF

A. The Debtors Have Satisfied Section 363(b) of the Bankruptcy Code.

9. Section 363(b)(1) of the Bankruptcy Code provides: "The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Section 105(a) of the Bankruptcy Code provides: "The Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). In pertinent part, Bankruptcy Rule 6004 states that, "all sales not in the ordinary course of business may be by private sale or by public auction." Fed. R. Bankr. P. 6004(f)(1). With respect to the notice required in connection with a private sale, Bankruptcy Rule 2002(c)(1) states, in pertinent part, that,

> . . . the notice of a proposed use, sale or lease of property . . . shall include . . . the terms and conditions of any private sale and the deadline for filing objections. The notice of a proposed use, sale or

> lease of property, including real estate, is sufficient if it generally describes the property.

Fed. R. Bankr. P. 2002(c)(1).

10. To approve the use, sale, or lease of property outside the ordinary course of business, this Court must find "some articulated business justification" for the proposed action. See In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143, 147-49 (3d Cir. 1986) (implicitly adopting the "articulated business justification" and good faith tests of Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070 (2d Cir. 1983)); see also In re Delaware & Hudson Ry. Co., 124 B.R. 169, 175-77 (D. Del. 1991) (concluding that the Third Circuit had adopted a "sound business purpose" test in Abbotts Dairies); Titusville Country Club v. PennBank (In re Titusville Country Club), 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); In re Indus. Valley Refrigeration & Air Conditioning Supplies, Inc., 77 B.R. 15, 19 (Bankr. E.D. Pa. 1987).

B. Entry into the Agreement Is Within the Sound Business Judgment of the Debtors, and the Transaction Provided Therein Should Be Approved.

11. Generally, courts have applied four (4) factors in determining whether a disposition of a debtor's assets should be approved: (a) whether a sound business reason exists for the proposed transaction; (b) whether fair and reasonable consideration is provided; (c) whether the transaction has been proposed and negotiated in good faith; and (d) whether adequate and reasonable notice is provided. See Lionel, 722 F.2d at 1071 (setting forth the "sound business purpose" test); Abbotts Dairies, 788 F.2d at 145-57 (implicitly adopting the articulated business justification test and adding the "good faith" requirement); Delaware & Hudson Ry., 124 B.R. at 176 ("Once a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale the court must also determine that the trustee

has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the purchaser is proceeding in good faith.").

12. This fundamental analysis does not change if the proposed disposition is private, rather than public. See, e.g., In re Ancor Exploration Co., 30 B.R. 802, 808 (Bankr. N.D. Okla. 1983) ("[T]he bankruptcy court should have wide latitude in approving even a private sale of all or substantially all of the estate assets not in the ordinary course of business under § 363(b)."). The bankruptcy court "has ample discretion to administer the estate, including authority to conduct public or private sales of estate property." In re WPRV-TV, Inc., 143 B.R. 315, 319 (D.P.R. 1991), vacated on other grounds, 165 B.R. 1 (D.P.R. 1992); accord, In re Canyon Partnership, 55 B.R. 520, 524 (Bankr. S.D. Cal. 1985). Here, the sale of the Personal Property to the Buyer, pursuant to terms of the Agreement, meets these requirements and should be approved.

i. Proceeding by a Private Disposition Reflects an Exercise of the Debtors' Business Judgment

13. There is more than ample business justification to dispose of the Personal Property through a private transaction rather than conducting a public sale or auction process. The Debtors submit that an order granting the relief requested herein is a matter within the discretion of the Court and would be consistent with the provisions of the Bankruptcy Code. See 11 U.S.C. § 105(a). The Debtors' advisors have identified the highest and best bid for the Personal Property, and believe further marketing efforts and delay to be cost prohibitive. Accordingly, the Debtors believe that proceeding as proposed is in the best interest of their estates and creditors.

14. The surrounding circumstances thus underscore that the added costs associated with a public auction or extended bid process are both unjustified and unlikely to generate additional value. Simply put, the additional rent costs attendant to such a process would exceed any additional value that can be obtained by the Debtors for the Personal Property.

ii. The Terms of the Agreement Are Fair and Reasonable

15. The Debtors have analyzed Buyer's offer and concluded that the contemplated transaction will maximize the value of the Debtors' estates. In light of the nature of the Personal Property and the totality of the circumstances, the Debtors believe that the proposed disposition provides fair and reasonable value for the Personal Property. If not for the sale, the Debtors would be forced to abandon the Personal Property without any benefit to the estate to avid the accrual of further rent obligations on the Premises, and litigate an objection filed by the landlord for the Premises with respect to the same. Accordingly, the Debtors submit that the proposed Agreement is in the best interest of their estates and represents a fair, reasonable, and, indeed, advantageous disposition of the Personal Property.

iii. The Transaction Is Proposed in Good Faith

16. The disposition of the Personal Property has been proposed in good faith as the Agreement was the product of good-faith, arms'-length negotiations, and was negotiated with the active involvement of the Debtors' management and professional advisors, namely its chief restructuring officer and Debtors' counsel. The Debtors believe that the disposition of the Personal Property pursuant to the terms and conditions of the Agreement is not the product of collusion or bad faith. No evidence exists to suggest that the Agreement is anything but the product of arms'-length negotiations between the Debtors and Buyer.

iv. Adequate and Reasonable Notice of the Transfer Will Be Provided

17. The Debtors will provide adequate notice of the Motion to parties in interest, as required by the applicable procedural rules. See Fed. R. Bankr. P. 2002(c)(1) (notice must contain "the terms and conditions of any private sale and the time fixed for filing objections."); see also Delaware & Hudson Ry., 124 B.R. at 180 (the disclosures necessary in such a sale notice need only include the terms of the sale and the reasons why such a sale is in the best interests of the estate and do not need to include the functional equivalent of a disclosure statement).

18. To summarize, in the Debtors' informed business judgment, there is very little, if anything, to be gained by conducting a formal auction process for the Personal Property because the delay, uncertainty, and added administrative expenses attendant to the auction process would be unfavorable to the Debtors, their estate, and creditors. Accordingly, the Debtors submit that they should not be required to conduct a public sale or to establish bidding procedures for the Personal Property, but instead should approve the private disposition of the Personal Property.

C. The Disposition Is Proposed in Good Faith Within the Meaning of 11 U.S.C. §363(m).

19. Here, the Agreement is being proposed by the Debtors in good faith. There is no evidence of fraud or collusion. To the contrary, as discussed throughout this Motion and in the Sale Declaration, the Agreement is the culmination of a solicitation and negotiation process. All negotiations have been conducted on an arms'-length, good-faith basis. Additionally, the Buyer will be afforded the protections that section 363(m) of the Bankruptcy Code provides to a good-faith purchaser. See generally Marin v. Coated Sales, Inc. (In re Coated

Sales, Inc.), No. 89 Civ. 3704 (KMW), 1990 WL 212899 (S.D.N.Y.) (holding that to show lack of good faith, a party must demonstrate "fraud, collusion, or an attempt to take grossly unfair advantage of other bidders"); see also generally In re Sasson Jeans, Inc., 90 B.R. 608, 610 (S.D.N.Y. 1988) (quoting In re Bel Air Assocs., Ltd., 706 F.2d 301, 305 (10th Cir. 1983)); In re Pisces Leasing Corp., 66 B.R. 671, 673 (E.D.N.Y. 1986) (examining the facts of each case, concentrating on the "integrity of [an actor's] conduct during the sale proceedings" (quoting In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1198 (7th Cir. 1978))).

D. The Disposition Should Be Free and Clear of Liens, Claims, and Interests (Except as Set Forth Herein).

20. In accordance with section 363(f) of the Bankruptcy Code, a debtor in possession may sell property under section 363(b) "free and clear of any interest in such property of an entity other than the estate" if any one of the following conditions is satisfied: (i) such a sale is permitted under applicable non-bankruptcy law; (ii) the party asserting such a lien, claim, or interest consents to such sale; (iii) the interest is a lien and the purchase price for the property is greater than the aggregate amount of all liens on the property; (iv) the interest is the subject of a *bona fide* dispute; or (v) the party asserting the lien, claim, or interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest. 11 U.S.C. § 363(f); see In re Elliot, 94 B.R. 343, 354 (E.D. Pa. 1988) (sale "free and clear" may be approved provided the requirements of at least one subsection are met).

21. Considering that any objections to this Motion must be resolved by consent of the objecting party or by the Court, the Debtors expect that it can satisfy at least the second and fifth subsections of section 363(f) of the Bankruptcy Code. Furthermore, courts have held that they have the equitable power to authorize sales free and clear of interests that are not

specifically covered by section 363(f). See, e.g., In re Trans World Airlines, Inc., 2001 WL 1820325, at *3, 6 (Bankr. D. Del. Mar. 27, 2001); Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.), 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987). Accordingly, the Debtors request that the transaction contemplated by the Agreement be approved "free and clear."

E. The Buyer Is Not Acting as a Professional for the Debtors

22. The Buyer is buying the Personal Property from the Debtors for a fixed price, not acting as a broker, liquidator, auctioneer or other professional to the Debtors. As such, the Debtors believe that no retention of the Buyer is necessary, notwithstanding whether the Buyer customarily serves as a broker, liquidator, auctioneer or other professional. To the extent the Court disagrees and determines that Buyer is a "professional" requiring retention to effectuate the terms of the Agreement, however, the Debtors seek such retention and a waiver of the information requirements of Local Rule 2016-2. Section 327 of the Bankruptcy Code provides that a trustee (or debtor or debtor in possession, by virtue of sections 1101(1) and 1107(a)), subject to court approval—

> may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

23. Section 328 of the Bankruptcy Code, meanwhile, provides that a debtor, subject to Court approval—

> may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and

> conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

11 U.S.C. § 328(a).

24. Section 328(a) of the Bankruptcy Code allows this Court to approve the employment of professionals retained pursuant to section 327 of the Bankruptcy Code on any reasonable terms and conditions. *See* 11 U.S.C. § 328(a). Given the terms of the Agreement, the Debtors believe that a waiver of the detailed filing requirements of Bankruptcy Rule 2016 and the informational requirements of Local Rule 2016-2 is warranted and appropriate, to the extent applicable. In such a situation, the Debtors would also request that Buyer be relieved of the requirements of any order entered by this Court approving interim compensation procedures for retained professionals. In light of the terms of the Agreement, to the extent applicable the procedures detailed in such order would burden—without providing any benefit to—the Debtors' estates.

F. Waiver of 14-Day Waiting Period Under Bankruptcy Rule 6004(h) Is Appropriate.

25. Bankruptcy Rule 6004(h) provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). The purpose of Bankruptcy Rule 6004(h) is to provide sufficient time for an objecting party to appeal before an order can be implemented. See Collier on Bankruptcy ¶ 6004.11 (Alan N. Resnick & Hemy J. Sommer eds., 16th ed.) (citing Advisory Committee on the Federal Rules of Bankruptcy Procedure, Committee Notes on Rules - 1999 Amendment at subdivision (g) (1999)). Although Bankruptcy Rule 6004(h) and the Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the 14-day period, the leading treatise on bankruptcy suggests that the stay period should be eliminated to allow a sale or other transaction to close

immediately "where there has been no objection to the procedure." Id. The treatise further provides that if an objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to seek such a stay. See id.

26. The Debtors submit that under the circumstances, ample cause exists to justify the waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h). Any delay in the Debtors' ability to sell the Personal Property would be detrimental to the Debtors and their estates and creditors. Accordingly, the Debtors request that the Court waive the 14-day stay period under Bankruptcy Rule 6004(h).

NOTICE

27. Notice of this Motion has been provided to the following parties, or, in lieu thereof, their counsel: (i) the Office of the United States Trustee; (ii) the Office of the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) counsel to the Committee; (v) counsel to the Debtors' prepetition and postpetition lenders; (vi) counsel to the Purchaser; (vi) the Buyer and the landlord; and (vii) all parties requesting notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit B**, (i) authorizing the sale of the Personal Property pursuant to the Agreement; (ii) approving the terms of the Agreement; and (iii) granting such other and further relief as the Court deems just and proper.

Dated: July 3, 2018
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Justin H. Rucki

Robert S. Brady (No. 2847)
Michael R. Nestor (No. 3526)
Justin H. Rucki (No. 5304)
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Counsel to the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
MAURICE SPORTING GOODS OF DELAWARE, INC., et al.,[1]	:	Case No. 17-12481 (CSS)
	:	Jointly Administered
Debtors.	:	**Objection Deadline: July 17, 2018 at 4:00 p.m. (ET)** **Hearing Date: July 24, 2018 at 11:00 a.m. (ET)**

NOTICE OF MOTION

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE; (II) THE OFFICE OF THE UNITED STATES ATTORNEY FOR THE DISTRICT OF DELAWARE; (III) THE INTERNAL REVENUE SERVICE; (IV) COUNSEL TO THE COMMITTEE; (V) COUNSEL TO THE DEBTORS' PREPETITION AND POSTPETITION LENDERS; (VI) COUNSEL TO THE PURCHASER; (VI) THE BUYER AND THE LANDLORD; AND (VII) ALL PARTIES REQUESTING NOTICE PURSUANT TO BANKRUPTCY RULE 2002

PLEASE TAKE NOTICE that Maurice Sporting Goods of Delaware, Inc. and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") have filed the attached *Debtors' Motion for an Order, Pursuant to Sections 105 and 363 of the Bankruptcy Code, (I) Authorizing the Sale of Certain Personal Property Located in McDonough, Georgia; (II) Approving the Terms of the Sale Agreement; and (III) Granting Related Relief* (the "Motion").

PLEASE TAKE FURTHER NOTICE that any objections or responses to the relief requested in the Motion must be filed on or before **July 17, 2018 at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, copies of any responses or objections to the Motion must be served upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON **JULY 24, 2018 AT 11:00 A.M. (ET)** BEFORE THE HONORABLE CHRISTOPHER S. SONTCHI IN THE UNITED STATES BANKRUPTCY

[1] The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: Maurice Sporting Goods of Delaware, Inc. (f/k/a Maurice Sporting Goods, Inc.) (3399); OLDCO DOC, Inc. (f/k/a Danielson Outdoors Company, Inc.) (0840); South Bend Sporting Goods, Inc. (6658); Triple Crown Holdings, Inc. (1847); and OLDCO MA, Inc. (f/k/a Matzuo America, Inc.) (4950). The mailing address for the Debtors' corporate headquarters is 1910 Techny Road, Northbrook, Illinois 60065.

COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5TH FLOOR, COURTROOM 6, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE MOTION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR A HEARING.

Dated: July 3, 2018
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Justin H. Rucki
Robert S. Brady (No. 2847)
Michael R. Nestor (No. 3526)
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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
MAURICE SPORTING GOODS OF DELAWARE, INC., et al.,[1]	:	Case No. 17-12481 (CSS)
	:	(Jointly Administered)
Debtors.	:	

DECLARATION OF PATRICK J. O'MALLEY IN SUPPORT OF DEBTORS' MOTION FOR AN ORDER, PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE, (I) AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY LOCATED IN MCDONOUGH, GEORGIA; (II) APPROVING THE TERMS OF THE SALE AGREEMENT; AND (III) GRANTING RELATED RELIEF

I, Patrick J. O'Malley, hereby declare and state as follows:

1. I am the chief restructuring officer of debtor Maurice Sporting Goods of Delaware, Inc. and hold the same position with each of its affiliated debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), which position I have held since contemporaneously with the filing of these chapter 11 cases on the Petition Date. Additionally, in the weeks prior to the Petition Date I served as a consultant to the Debtors. As a result of this work, I am generally familiar with the Debtors' day-to-day operations, business affairs, and books and records, as well as the Debtors' recent restructuring efforts, sale efforts wind-down efforts and related strategies.

2. I submit this declaration (the "Declaration") in support of the *Debtors' Motion for an Order, Pursuant to Sections 105 and 363 of the Bankruptcy Code, (I) Authorizing*

[1] The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: Maurice Sporting Goods of Delaware, Inc. (f/k/a Maurice Sporting Goods, Inc.) (3399); OLDCO DOC, Inc. (f/k/a Danielson Outdoors Company, Inc.) (0840); South Bend Sporting Goods, Inc. (6658); Triple Crown Holdings, Inc. (1847); and OLDCO MA, Inc. (f/k/a Matzuo America, Inc.) (4950). The mailing address for the Debtors is 1910 Techny Road, Northbrook, Illinois 60065.

the Sale of Certain Personal Property Located in McDonough, Georgia; (II) Approving the Terms of the Sale Agreement; and (III) Granting Related Relief (the "Motion"). Except as otherwise indicated, all statements set forth in this Declaration are based upon: (a) my personal knowledge; (b) information supplied to me by the Debtors' professionals; (c) my review of relevant documents; and (d) my opinion based upon my experience and knowledge of the Debtors' operations and financial conditions. If called upon to testify, I could and would testify to the facts set forth in this Declaration.

3. The Debtors are vacating the Premises where the Personal Property is located following the sale of substantially all of their other assets, and the conclusion of transition services they had been providing at the Premises. In recent months, I have run the Debtors' efforts to sell the Personal Property remaining at the Premises. As part of this effort, I have engaged in discussions with multiple liquidators and other parties with respect to the Personal Property, which resulted in four offers for the Personal Property. None of these offers resulted in a material economic benefit to the Debtors' estates after considering the additional rent costs and other incremental costs that would have to be incurred to monetize the Personal Property.

4. Accordingly, on June 15, 2018, the Debtors filed the *Debtors' Fourth Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, Authorizing the Debtor to Reject an Unexpired Lease* Nunc Pro Tunc *to June 30, 2018* (the "Rejection Motion") [Docket No. 405], seeking to reject the real property lease associated with the Premises and abandon the Personal Property remaining on the Premises. Subsequent thereto, however, the Debtors reached agreement with the landlord on the terms of an extended removal period and lease termination at reduced rent costs to allow for the removal and sale of

the Personal Property, and intend to have this consensual agreement approved through a revised proposed form of order on the Rejection Motion which is still being documented. This arrangement now makes the sale of the Personal Property economically viable and able to provide some benefit to the Debtors' estates. Accordingly, the Debtors filed the Motion. Through the Motion, the Debtors seek to sell the Personal Property to American Material Specialist, Inc. (the "Buyer").

5. I believe the sale to Buyer represents the highest and best offer for the Personal Property under the circumstances, and believe further marketing efforts and delay to be cost prohibitive. Simply put, I believe the additional rent costs attendant to such an extended process would exceed any additional value that can be obtained by the Debtors for the Personal Property.

6. If not for the sale, the Debtors would be forced to abandon the Personal Property without any benefit to the estate to avoid the accrual of further rent obligations on the Premises, and litigate an objection filed by the landlord for the Premises with respect to the same. Accordingly, I believe that the relief requested in the Motion, approval of the proposed Agreement to sell the Personal Property to the Buyer, is in the best interest of the Debtors' estates and represents a fair, reasonable, and, indeed, advantageous disposition of the Personal Property.

7. Furthermore, the sale of the Personal Property has been proposed in good faith as the Agreement was the product of good-faith, arms'-length negotiations, and was negotiated with the active involvement of the Debtors' management and professional advisors, specifically myself and Debtors' counsel. I believe that the disposition of the Personal Property pursuant to the terms and conditions of the Agreement is not the product of collusion or bad

faith. No evidence exists to suggest that the Agreement is anything but the product of arms'-length negotiations between the Debtors and Buyer.

8. For all the reasons described herein, I respectfully request that the Court enter the Proposed Order approving the Motion.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: July 3, 2018

/s/ Patrick J. O'Malley
Patrick J. O'Malley

EXHIBIT B

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
MAURICE SPORTING GOODS OF DELAWARE, INC., et al.,[1]	:	Case No. 17-12481 (CSS)
	:	(Jointly Administered)
Debtors.	:	**Ref. Docket No. ___**

ORDER, PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE, (I) AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY LOCATED IN MCDONOUGH, GEORGIA; (II) APPROVING THE TERMS OF THE SALE AGREEMENT; AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned Debtors and debtors in possession (the "Debtors") for entry of an order, pursuant to sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), (i) authorizing the sale of the Personal Property pursuant to the Agreement; (ii) approving the terms of the Agreement; and (iii) granting related relief; and upon the Sale Declaration; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that venue of this chapter 11 case and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court may enter a final order consistent with Article III of the United States Constitution; and this Court having determined that the relief requested in

[1] The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: Maurice Sporting Goods of Delaware, Inc. (f/k/a Maurice Sporting Goods, Inc.) (3399); OLDCO DOC, Inc. (f/k/a Danielson Outdoors Company, Inc.) (0840); South Bend Sporting Goods, Inc. (6658); Triple Crown Holdings, Inc. (1847); and OLDCO MA, Inc. (f/k/a Matzuo America, Inc.) (4950). The mailing address for the Debtors is 1910 Techny Road, Northbrook, Illinois 60065.

[2] Capitalized terms not defined herein shall have the meanings provided to them in the Motion.

the Motion is in the best interests of the Debtors, their estates, creditors and other parties in interest; and this Court having found that the relief requested in the Motion is justified by the facts and circumstances; and it appearing that proper and adequate notice of the Motion has been given and that, except as otherwise ordered herein, no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor

IT IS HEREBY FOUND AND DETERMINED THAT:

1. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this chapter 11 case pursuant to Bankruptcy Rule 9014.

2. This Court has jurisdiction over the Motion and over the property of Debtors, including the Personal Property to be sold, assigned, transferred, conveyed, or delivered under the Agreement, pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court enters this Order as a final order consistent with Article III of the U.S. Constitution. Venue of this chapter 11 case and the Motion in this district and Court is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief sought in the Motion are sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rule 6004.

4. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Order, and directs entry of judgment as set forth herein.

5. The Personal Property constitutes property of Debtors' estates, and title thereto is vested in Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

6. Due and adequate notice of the Motion, the proposed sale of the Personal Property, the hearing with respect thereto, and the subject matter thereof has been provided to all appropriate parties in interest herein, and no other or further notice is necessary. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

7. The Debtors have advanced sound business reasons for entering into the Agreement, as set forth in the Motion and the Sale Declaration, and entering into the Agreement is a reasonable exercise of the Debtors' business judgment and in the best interests of the Debtors and their estates.

8. The sale contemplated under the Agreement will provide an efficient means for the Debtors to maximize recoveries of their estates with respect to the Personal Property.

9. The Debtors and the Buyer have acted in good faith. The Agreement was negotiated and entered into based upon arms'-length bargaining, without collusion or fraud, and in good faith as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The Debtors and Buyer shall be protected by sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal.

10. The Buyer is not acting as a "professional" within the meaning of the Bankruptcy Code and thus is not required to be retained in these chapter 11 cases.

11. The Agreement (i) is the highest and best offer received by the Debtors for the Personal Property, (ii) is fair and reasonable, and (iii) is in the best interests of the Debtors, their estates, creditors, and all other parties in interest.

12. A sale of the Personal Property other than one free and clear of liens, claims, encumbrances, defenses (including, without limitation, rights of setoff and recoupment) and interests, including, without limitation, security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state and local taxes), covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, CERCLA, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all "claims" as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, "Encumbrances") and without the protections of this Order would hinder the Debtors' ability to obtain the consideration provided for in the Agreement and otherwise and, thus, would impact materially and adversely the value that the Debtors' estates would be able to obtain for the sale of such Personal Property. In addition, each entity with an Encumbrance upon the Personal Property (i) has consented to the

sale or is deemed to have consented to the sale thereof, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Encumbrances who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Therefore, approval of the Agreement and the consummation of the sale contemplated thereunder free and clear of Encumbrances are appropriate pursuant to section 363(f) of the Bankruptcy Code and are in the best interests of the Debtors' estates, creditors and other parties in interest.

13. The entry of this Order is in the best interest of the Debtors and their estates, creditors, interest holders, and all other parties in interest herein; and

NOW THEREFOR, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. Any remaining objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections are overruled in all respects and denied.

3. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Order. The failure to include specifically any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Agreement and all of its provisions, payments, and transaction be and hereby are authorized and approved.

4. To the extent of any conflict between this Order and the Agreement, the terms of this Order shall control.

5. The requirements of Bankruptcy Rule 6007(a) are waived.

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

7. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives, and officers, is authorized and empowered to take any and all actions necessary or appropriate to: (a) consummate the Agreement; (b) execute and deliver, perform under, consummate, and implement the Agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Agreement and such other ancillary documents.

8. Subject to the restrictions set forth in this Order, the Debtors and Buyer hereby are authorized to take any and all actions as may be necessary or desirable to implement the Agreement and each of the transaction contemplated by the Agreement, and any actions taken by the Debtors and Buyer necessary or desirable to implement the Agreement or the transaction contemplated by the Agreement prior to the date of this Order, hereby are approved and ratified. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, Buyer, and each of their respective officers, employees and agents are hereby authorized to execute such documents and to do such acts as are necessary or desirable to effectuate the Agreement and each of the transaction and related actions contemplated or set forth therein.

9. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other

persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Personal Property.

10. Entry into the Agreement is undertaken by the parties thereto in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and the Seller shall be protected by section 363(m) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The reversal or modification on appeal of the authorization provided herein to enter into the Agreement and consummate the transaction contemplated thereby shall not affect the validity of such transaction, unless such authorization is duly stayed pending such appeal. The transaction contemplated by the Agreement are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

11. The Debtors are authorized, pursuant to 105(a) and 363(b)(1) of the Bankruptcy Code, to sell the Personal Property, as contemplated under the Agreement, in accordance with this Order and the Agreement.

12. Upon consummation of the Agreement, and in accordance with the terms and conditions of the Debtors' post-petition financing, as most recently modified by that certain *First Amendment to Final Order (I) Authorizing Secured Post-Petition Financing Pursuant to 11 U.S.C. § 364, (II) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363, and Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 363 and 364* (the "<u>Amended Final DIP Order</u>") [Docket No. 289], all cash proceeds generated from the sale contemplated by the Agreement shall be payable to the Agent for the benefit of the Lenders (as both defined in the Amended Final DIP Order).

13. Notwithstanding the provisions of Bankruptcy Rules 6004(h) or any other rule, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in Bankruptcy Rule 6004(h) is hereby expressly waived and shall not apply.

14. The Court shall retain exclusive jurisdiction to resolve any dispute arising from or relating to the transaction or this Order.

Dated: ___________________, 2018
Wilmington, Delaware

____
Christopher S. Sontchi
United States Bankruptcy Judge

Exhibit 1

Sale Agreement

American Material Specialist, Inc. ("Buyer"), Maurice Sporting Goods of Delaware, Inc. ("Seller") and the affiliates of each, each hereby agree as follows:

Subject to approval of the United States Bankruptcy Court for the District of Delaware, Buyer shall purchase from Seller, on an as-is, where is basis, free and clear of any liens and encumbrances, that personal property specified in paragraph 12 hereof for the consideration of $275,000.00, without any deduction or offset, on the terms set forth herein.

Buyer will:

1. Provide evidence of adequate insurance coverages and hereby represents to Seller that such insurance coverages provide coverage for the benefit of Seller and Seller's landlord that insures against the risk of damage arising from the performance of this agreement. To effectuate and supplement the foregoing, Buyer also agrees to indemnify Seller and Seller's landlord against all damages to, and delays in vacating, the leased real property arising from the performance of this agreement, including but not limited to any damages within the scope of insurance coverages.

2. Provide all required labor, equipment, tools, materials and other instrumentalities to remove the property purchased under this agreement and perform the other requirements of this agreement. Without limiting the foregoing, this shall include all required dumpsters and scrap bins.

3. Provide grinding of all equipment anchors flush with the slab.

4. Provide all required electrical, mechanical, sprinkler, rigging, clean-up work, transportation, and other work required to remove equipment from the site with the following conditions:

   a. Buyer will provide for the electrical disconnect of the material handling system control cabinets from the main sources of power.

   b. Buyer to remove all wiring, conduit, control cabinets, and related attached to and associated with the material handling system to nearest junction box.

   c. Buyer will terminate the electrical feed from the source neatly in the nearest junction box or main panel.

5. Adhere to any site policies as set forth by the Seller.

6. Comply with all applicable laws, ordinances, and regulations.

7. Obtain and abide by any required permits. This includes any dumping permit that may be required.

8. Photograph all areas of the leased premises upon vacating to document the condition of the location.

9. Have all personal property to be removed hereunder removed by 11.59pm on 9/6/2018.

10. Leave the leased premises in a "broom swept", orderly condition by 11.59pm on 9/6/2018, with all materials, trash, tools, and associated items are to be removed from the facility and grounds, all floor bolts are to be cut flush to the floor, and any damage resulting from the removal of the personal property sold hereunder repaired to the satisfaction of Seller's landlord.

11. Repair the HVAC serving the leased premises to have such HVAC in good working order and repair to the satisfaction of Seller's landlord by 11.59pm on 9/6/2018.

Other Provisions:

12. The personal property acquired by Buyer shall consist solely of the following: all equipment, trade fixtures, racking, inventory and personal property of any kind located at the leased premises, that certain real property located at 200 Interstate South, Suite 100, McDonough, Georgia 30253, other than: (i) any personal property leased to the Seller by third-parties, (ii) the personal property to be identified by Seller in the office portion of the leased premises, (iii) personal property identified on the attached Exhibit A titled "Atlanta Assets for Chicago Transfer" and (iv) any fixtures that Seller's landlord instructs Buyer must remain with the leased premises to avoid damage to the leased premises.

13. Buyer shall not be responsible for any pre-existing damage to the facility other than the repair of the HVAC system set forth above. Prior to beginning any work, buyer shall take photos of the facility sufficient to document any damage it asserts is pre-existing damage, and shall provide such photos to Patrick J. O'Malley via e-mail at such time with an explanation of any asserted pre-existing damage prior to beginning work, or otherwise be barred from asserting any such pre-existing damage.

14. Any disputes arising under this agreement shall be subject to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware and construed under Delaware law.

Signatures

American Material Specialist, Inc.
Buyer

By:
Title: President

Maurice Sporting Goods of Delaware, Inc.
Seller

By: Patrick J. O'Malley
Title: Chief Restructuring Officer

EXHIBIT A

Atlanta Assets for Chicago Transfer

Atlanta Assets for Chicago Transfer

Description	Quantity	Location(s)	Pickers
Mail Bin	1 set	Front Sales Office	Luke & Nick
Whiteboards Fixed	2	Front Conference Rooms	Luke & Nick
Whiteboards Rolling	All	Various Locations	Luke & Nick
Copier & Printers		Per IT direction	IT
Lockers	75	Lunch Room Area	Luke & Nick
Locker Locks	All	Front Office Area	Luke & Nick
Large Grey Garbage Cans	25	Various Locations	Luke & Nick
Small Blue Garbage Cans	All	Maintenance Area High	Luke & Nick
Blue Rolling Picking Carts	**TBD**		Luke & Nick
Big & Small Ladders- no wood	All	Various Locations	Luke & Nick
Rolling Metal Racks- Silver	All	Various Locations	Luke & Nick
No Plastic Racks			Luke & Nick
Pole Bumpers	12	Various Locations	Luke & Nick
Hand Trucks	All	Various Locations	Luke & Nick
Gaffs	All	Various Locations	Luke & Nick
Air Compressor	1	Maintenance Area	Luke & Nick
Metal Tool Boxes- Kennedy/Ward	All	Maintenance Area	Luke & Nick
Metal Lock Cabinet	1	Maintenance Area	Luke & Nick
Tools- review w/Curtiss		Maintenance Area	Luke & Nick
Plastic Rolling Carts	2	Sample Cage	Luke & Nick
Rolling Wood Work Table	1	Assembly Area	Luke & Nick
Quality Tape Guns	All	Various Locations	Luke & Nick
Blue Standing Fans	2	Assembly Area	Luke & Nick
Large Rolling Dump Containers	2	Various Locations	Luke & Nick
Safety Cones	All	Various Locations	Luke & Nick
Flat Rolling Carts	2	Various Locations	Luke & Nick
Packing Roll Paper Stands	6	Non Con Packing	Luke & Nick
Table/Work Benchs	3	Non Con Packing	Luke & Nick
Electric Roller Conveyor & Parts	2	Non Con Packing & Maintenance	Luke & Nick
Pack Tables	8	Upstairs Packing Area	Luke & Nick
Flat Rolling Carts	All	Upstairs Packing Area	Luke & Nick
Manual Roller	1	Shipping	Luke & Nick
Whiteboard Stands	All	Shipping	Luke & Nick
Shrink Wrap Machine w/scale	1	Shipping	Luke & Nick
Swivel Stools	12	Various Locations	Luke & Nick
Cubi-Scan Machine	1	Lisa's Desk	Luke & Nick
UPC Label Machine	All	Various Locations	Luke & Nick
Picker Waist Pack	All	Pickers- Patrick/Ellis to gather	Luke & Nick
Dropcords- Quality	All	Various Locations	Luke & Nick
Grey Rolling Cart-large	1	Receiving Dock	Luke & Nick
Rolling Metal Work Stations	4	Receiving Dock	Luke & Nick
Laminate Machine	All	Lisa's Desk & Front Office	Luke & Nick
Event Board/Cabinet	1	Bathroom Area	Luke & Nick
Water Machines	2	Bathroom Area & Kitchen	Luke & Nick

Verify not lease machines			Luke & Nick
Ice Machine	1	Break Room	Luke & Nick
Fridge- Large Silver	1	Break Room	Luke & Nick
Microwaves-Silver	5	Break Room	Luke & Nick
Keurig Machine	1	Break Room	Luke & Nick
Hand Towel Machines	All	Various Locations	Luke & Nick
Lunch Tables- 75 seating	TBD	Break Room	Luke & Nick
Hiring Kiosks	2	Break Room	Luke & Nick
Walkies	All	Sample Cage	Luke & Nick
Corner Mirrors	All	Various Locations	Luke & Nick
Stop Signs	All	Various Locations	Luke & Nick
Razor Blade Disposal Bins	12	Various Locations	Luke & Nick
Cleaning Supplies	TBD	Various Locations	See Curtiss
Packing Supplies incl. Boxes	TBD	Various Locations	See Curtiss
Floor Cleaning Machine	**0**	Various Locations	Luke & Nick
General Office Supplies	TBD	Various Locations	See Curtiss
Black Chairs	**15**	Various Locations	Luke & Nick
Coolers & Water Jugs	6 & 2	Maintenance Area- High Rack	Luke & Nick
Grill	1	Maintenance Area- High Rack	Luke & Nick
Office Furniture Sets	**5**	**Various Locations**	